

Post Office Box 9010

Addison, Texas 75001-9010

5300 Belt Line Road

(972) 450-7000  
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## **AGENDA**

### **WORK SESSION OF THE CITY COUNCIL**

**JULY 12, 2005**

**6:30 P.M.**

### **REGULAR SESSION OF THE CITY COUNCIL**

**7:30 P.M.**

### **COUNCIL CHAMBERS**

**5300 BELT LINE ROAD**

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#### **WORK SESSION**

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Item #WS1 - Discussion of the Notice of Termination of the Trinity Christian Academy/Addison Joint Use Agreement.

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Item #WS2 - Discuss the Process for Non-Profit Funding Requests.

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Item #WS3 - Review of City Council Agenda Calendar.

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#### **REGULAR SESSION**

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Item #R1 - Consideration of Old Business.

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Item #R2 - Consent Agenda.

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## CONSENT AGENDA

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#2a - Approval of the Minutes for the June 28, 2005 Council Meetings.

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Item #R3 - Presentation to Randy Moravec to acknowledge the "Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award" for the fiscal year beginning October 1, 2004.

Attachments:

1. Council Agenda Item Overview
2. Press Release

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Item #R4 - **PUBLIC HEARING** Consideration and approval of an Ordinance approving an amendment to Ordinance No. 097-029 of the Town of Addison relating to the zoning of that area of the Town commonly known as the Addison Commercial sub-district. **Withdrawn by Staff** zoned UC plan, adopted pending the the

The Planning and Zoning Commission Findings:

The Planning and Zoning Commission will review this request on July 7, 2005 at 7:30 p.m. The staff will present the Commissioner's decision at the meeting.

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Item #R5 - Consideration and approval of a Resolution authorizing the City Manager to enter into an agreement with Townscape, Inc., in the amount of \$37,378.00 plus expenses, for the preparation of revisions to the Town's Comprehensive Plan, and Strategies, Policies, and form-based codes for the Belt Line Corridor.

Attachments:

1. Council Agenda Item Overview
2. Copy of City of Carrollton's form-based code
3. Proposal

Administrative Recommendation:

Administration recommends approval.

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Item #R6 - Discussion and consideration of the City Council to nominate and appoint an Addison resident for participation in the Leadership Metrocrest program.

Attachments:

1. Council Agenda Item Overview
2. Citizens Academy Graduates

Administrative Recommendation:

Administration recommends approval.

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Item #R7 - Consideration and approval of a Resolution authorizing the City Manager to enter into a contract with Wagner Security & Electronics, Inc. in the amount of \$186,247.20 for the purchase, installation, and maintenance of a Video Camera Monitoring System at the Addison Airport, EOC (Emergency Operation Center), the Police and Court building, and the Art and Events District subject to the City Attorney's final approval.

Attachments:

1. Council Agenda Item Overview
2. Vendor List
3. Request for Proposal
4. Wagner Security & Electronics, Inc. Contract
5. Letters from Homeland Security Division

Administrative Recommendation:

Administration recommends approval.

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Item #R8 - Consideration and approval of a Resolution authorizing the City Manager to enter into a contract with HNTB Corporation in the amount of \$109,493.00 for the design of the Addison Airport Pavement Improvements Project.

Attachment:

1. Council Agenda Item Overview
2. Agreement



Administrative Recommendation:

Administration recommends approval.

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- Item #R9 -      **PUBLIC HEARING** regarding and consideration of an Ordinance (i) denying request of Atmos Energy Corp., Mid-Tex Division, for an annual gas reliability infrastructure program (GRIP) rate increase in the Town of Addison, as a part of Company's statewide gas utility distribution system, (ii) authorizing intervention by the Town as a part of the Atmos Cities Steering Committee in any appeal of the Town's action to the Texas Railroad Commission, and (iii) regarding such other matters relating thereto and in connection therewith as set forth in the Ordinance.

Attachments:

1. Council Agenda Item Overview
2. Ordinance

Administrative Recommendation:

Administration recommends approval.

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- Item #R10 -      Discussion of proposed development at 4135 Belt Line Road.

Attachments:

1. Council Agenda Item Overview
2. Letter from Richard Motycka
3. Proposed Site Plan

Administrative Recommendation:

Administration recommends approval.

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Adjourn Meeting

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Posted 5:00 p.m.  
July 8, 2005  
Carmen Moran  
City Secretary

**THE TOWN OF ADDISON IS ACCESSIBLE TO PERSONS  
WITH DISABILITIES. PLEASE CALL (972) 450-2819 AT LEAST  
48 HOURS IN ADVANCE IF YOU NEED ASSISTANCE.**

LEASE AGREEMENT  
AND  
JOINT USE AGREEMENT  
BETWEEN  
TRINITY CHRISTIAN ACADEMY  
AND  
TOWN OF ADDISON

JULY 1, 1986

## JOINT USE AGREEMENT

STATE OF TEXAS     §

COUNTY OF DALLAS   §

THIS JOINT USE AGREEMENT, by and between the TOWN OF ADDISON, a municipal corporation ("Addison") and TRINITY CHRISTIAN ACADEMY, INC., a Texas non-profit corporation ("TCA") is entered into this 15<sup>th</sup> day of July, 1986.

R E C I T A L S:

WHEREAS, TCA has existing land (the "Property") which the school uses for athletic facilities and wishes to enhance and expand its facilities; and

WHEREAS, the rapid growth of Addison has created a shortage of land available for athletic and recreational purposes; and

WHEREAS, Addison and TCA believe that improvement of the existing athletic and recreational facilities of TCA and construction of certain additional athletic and recreational facilities on the Property pursuant to the terms of a Lease Agreement between the parties hereto executed contemporaneously herewith (the "Lease Agreement") will be of mutual benefit to the residents of Addison, TCA staff and their families and the current and former students of TCA and their families; and

WHEREAS, TCA has agreed to allow Addison joint use of its Property as set forth in the Lease Agreement and herein; and

WHEREAS, Addison and TCA desire to describe the manner of implementation of the joint use of the Property and other such matters as are set forth hereinbelow;

NOW, THEREFORE, in consideration of the mutual covenants and premises contained herein, and for other good and valuable considerations, the receipt of which is hereby acknowledged, Addison and TCA agree to implement the joint use of the Property and the terms and provisions of the Lease Agreement as follows:



## LEASE AGREEMENT

STATE OF TEXAS           §  
                                   §  
 COUNTY OF DALLAS       §

THIS LEASE AGREEMENT, by and between the TOWN OF ADDISON, a municipal corporation ("Addison") and TRINITY CHRISTIAN ACADEMY, INC., a Texas non-profit corporation ("TCA") is entered into this 1<sup>st</sup> day of July, 1986.

### RECITALS:

WHEREAS, Addison desires to increase its athletic and recreational facilities for its citizens; and

WHEREAS, Addison is principally an adult community whose recreational facilities are not used by its residents during the working hours; and

WHEREAS, the size of Addison and its rapid growth has created a shortage of land and has made real estate for recreational purposes extremely expensive; and

WHEREAS, TCA has available land and facilities which the school uses for athletic facilities and wishes to improve and enhance those facilities; and

WHEREAS, it is determined that the public interest will best be served by entering into a Lease Agreement and a Joint Use Agreement to construct certain improvements on, and to make available, certain TCA land and facilities for athletic and recreational uses in accordance with the terms hereof and in accordance with a Joint Use Agreement between Addison and TCA as hereinafter described;

NOW, THEREFORE, in consideration of the mutual covenants and premises contained herein, and for other good and valuable considerations, the receipt of which is hereby acknowledged, Addison and TCA hereby enter into this Lease Agreement upon the terms, conditions and provisions set forth more particularly hereinafter, as follows:

AGREEMENT:

1. Definitions. For the purposes of this Lease Agreement, the following definitions shall apply:

(a) "Property" shall mean that portion of the real estate and Improvements out of that 23.707 acre tract set out and described by metes and bounds on Exhibit "A-1" owned by TCA comprising generally the athletic fields, tennis courts, playground, maintenance building and field house, as more particularly described on the site plan attached as Exhibit "A-2" which is incorporated herein and made a part hereof.

(b) "Construction and Capital Cost" shall mean the total amount of money spent or to be spent by Addison to construct the Improvements on the Property and such additional improvements or renovations as are mutually agreed to by TCA and Addison pursuant to Paragraph 4(g) hereof, exclusive of normal operating costs and normal repairs and maintenance.

(c) "Improvements" shall mean those items of property to be purchased or constructed on, and enhancements or improvements made by Addison with respect to, the Property pursuant to the terms hereof. The initial Improvements to be effected shall be referred to as the "Phase I Improvements" set forth more particularly on Exhibit "B" attached hereto and made a part hereof. Additional Improvements may subsequently be effected which shall be referred to as the "Phase II Improvements". The parties generally expect that the Phase II Improvements will include such items as are shown by illustration on Exhibit "C" attached hereto and made a part hereof, but the final determination of the feasibility and components of Phase II Improvements shall be subject to the mutual agreement of the parties hereto.

(d) "Joint Use Agreement" shall mean that certain Joint Use Agreement entered into between TCA and Addison which describes the manner of implementation of the joint use of the property, the methodology by which such joint use shall be shared during the term of this Lease Agreement, the method of communication between the parties hereto, and general administrative issues in the implementation of the Lease Agreement. The form of the Joint Use Agreement is attached hereto as Exhibit "D" and made a part hereof.

(e) "Normal School Hours" shall mean Monday through Friday, between the hours of 7:30 a.m. to 6:15 p.m. from August 20 through May 31, and those other times as set forth on the TCA schedule of use as allowed pursuant to Paragraph 3 of the Joint Use Agreement.



or ad valorem taxpayers

(f) "Permitted User" shall mean the employees of Addison, those persons who are residents of Addison and their permitted guests, current and former students of TCA and members of their families, and TCA staff and members of their families.

(g) "Unamortized Construction and Capital Cost" shall mean the Construction and Capital Costs as expended from time to time, such amount then being reduced by an amount of depreciation calculated with respect to such Construction and Capital Costs. For purposes of Paragraph 10(e) with respect to Addison's election to terminate or TCA's termination as to Addison's default, the Construction and Capital Cost shall initially be reduced by \$200,000 and thereafter depreciation shall be calculated on the 200% declining balance method for such reduced amount (changing to straight-line depreciation at the crossover point that straight-line depreciation over the remaining term for such year equals or exceeds such declining balance depreciation for such year) over the number of years or partial years from the date the particular Construction and Capital Costs were expended through the expiration of the term of the Lease Agreement. For purposes of Paragraph 10(f) with respect to TCA's election to terminate or Addison's termination as to TCA's default, such depreciation shall be calculated initially on the straight-line method for the full amount of Construction and Capital Cost over the number of years or partial years from the date the particular Construction and Capital Costs were expended through the expiration of the term of the Lease Agreement; provided, however, that in each of the third and fourth partial or full years from the date of expenditure of the particular Construction and Capital Costs, additional depreciation of \$100,000 each shall be allowed, and the remaining undepreciated basis at the end of such fourth year shall then be depreciated on the straight-line method over the number of years or partial years then remaining in the term of this Lease Agreement. No salvage value shall be taken into account in connection with these depreciation methods. For purposes of calculations hereof, each partial year of use shall be deemed a full year of use.

2. Grant of Use. Use of the Property and payment due to TCA therefor shall be as set forth below:

(a) Use. In consideration for Ten Dollars (\$10.00), receipt of which is hereby acknowledged as well as the mutual covenants and agreements set forth in this Lease Agreement, the rental payments described in subparagraph (b) of this Paragraph 2, and other good and valuable consideration, TCA does hereby lease to Addison, and Addison does hereby lease from TCA, the Property for such restricted uses and upon the terms and conditions as set forth herein. The provisions set forth herein shall constitute a lease and shall not be deemed a limited or perpetual dedication of



TCA's Property, or any aspect thereof, for public or park purposes. The Property shall be occupied and used by Addison solely as a general purpose athletic and recreational facility for the Permitted Users, and its use shall be subject to the specific limitations set forth in the Joint Use Agreement. Addison shall not use the Property for any purpose prohibited by the Joint Use Agreement except as may be expressly authorized from time to time in writing by TCA. TCA, its students and families, and faculty staff and families may use the Property at such times as are designated in the Joint Use Agreement for any purpose for which it could have used the Property if the Lease Agreement and Joint Use Agreement had not be effected. TCA, during its use of the Property, may exclude from the portion of the Property being used any person or persons it could exclude from any school building or other school grounds during the Normal School Hours. When the Property is available to the Permitted Users, the Permitted Users shall have access to the Property and facilities, subject to the provisions contained in this Lease Agreement, the Joint Use Agreement, and reasonable regulations by Addison. Allocation of time of use between TCA and Addison, and the provisions and methods of joint operation are described more particularly in the Joint Use Agreement.

(b) Rental. Addison shall pay no rent during the term hereof other than through the construction of Improvements and repairs and maintenance thereof as set forth in this Lease Agreement.

3. Term. Subject to the termination provisions set forth generally in Paragraph 10 hereof, the term of this Agreement shall be for a period of twenty (20) years, beginning the date of execution hereof. This Lease Agreement shall automatically renew and extend for an additional twenty (20) years, if neither party notifies the other in writing of its intentions to terminate this Lease Agreement one hundred twenty (120) days prior to the date of the original expiration. Such renewal shall be under the same terms, covenants and conditions so far as applicable as contained in the Lease Agreement. Notwithstanding the foregoing, either party may, by notice to the other party, terminate this Agreement in accordance with the termination provisions set forth in Paragraph 10 hereof.

4. Construction of Improvements and Alterations. Construction of the Improvements shall be effected as set forth hereafter.

(a) Responsibility. TCA shall cause plans and specifications for construction of the Improvements to be prepared and which plans and specifications shall be subject to the approval of Addison and which approval shall not unreasonably be withheld. A construction contract shall be executed between Addison and a contractor selected by Addison which shall provide for no liability of TCA and no encumbrance upon its Property.



Construction shall be undertaken and supervised by Addison; provided, however, that TCA reserves the right to review, inspect, and comment on such construction, and its evaluation shall, to the extent reasonable and possible, be implemented by Addison, so long as no additional cost is incurred by Addison. Addison reserves the right to perform all or any part of the construction with its own employees.

(b) Time. Addison shall commence construction of Phase I Improvements as soon as practicable after the date hereof and shall proceed to complete those Improvements with minimum delay. The decision to proceed with Construction of the Phase II Improvements shall be made within two (2) years from the date hereof. The time within which Addison is obligated hereunder to construct, repair, maintain or rebuild any building, structure, or other improvement, or the Property itself, shall extend for a reasonable period of time, and performance delays shall be excused on account of and for and during the period of, any delay caused by strikes, threats of strikes, lockouts, war, threats of war, insurrection, invasion, acts of God, calamities, violent action of the elements, fire, action or regulation of any governmental agency, law or ordinance, impossibility of obtaining materials, or other things beyond the reasonable control of Addison. Addison shall use its best efforts to complete the facilities or cause the facilities to be completed at the earliest possible date in accordance with the construction contracts.

(c) Contractor Requirements. Addison shall require every contractor to furnish insurance protecting Addison and TCA, their respective officers, agents and employees, as their respective interests may appear, against any claims for personal injuries, death claims, and property damage that may be asserted because of said construction and equipping, said insurance to be of such character and in such amounts as may reasonably be determined by Addison. Addison shall further require all contractors to post performance and payments bonds and shall submit the form of such bonds to TCA for its review and reasonable approval prior to bidding the construction.

(d) Cooperation of TCA. TCA agrees to give full access to and cooperate with each contractor engaged in constructing and equipping the facilities during the time of construction and shall permit Addison and its employees and agents, at all reasonable times, to enter and inspect such construction and equipping. Notwithstanding the foregoing, Addison and the construction contractors shall use every reasonable effort to minimize the disruption of school activities in connection with the construction or review of construction.



(e) Title to Improvements. Title to the Improvements placed on the Property by Addison shall be and remain in Addison subject to the term and conditions of this Lease Agreement. Addison is hereby forbidden from placing any lien or permitting to be placed any lien or encumbrance on the Property. TCA reserves the right to create liens and mortgages on the Property; however, such liens or mortgages shall be subordinate to the terms and provisions of this Lease Agreement.

(f) Cost. Addison hereby agrees to expend a sum not to exceed \$1,600,000 as Construction and Capital Cost for the Improvements which are commenced during the two (2) year period after the date hereof, provided that the actual amount expended shall be determined after the Phase II Improvements have by mutual agreement been finally identified. Any items constructed by TCA for joint use or expended by TCA in connection herewith and which expense has been approved by Addison shall be reimbursed by Addison within sixty (60) days of written notice by TCA.

(g) Alterations. Addison shall not be allowed to make any alteration or physical addition to the Improvements or the Property except as expressly described as a Phase I Improvement or Phase II Improvement, as an item of normal repair or maintenance, or as mutually agreed to by the parties hereto. All Improvements and alterations made by Addison shall be property of TCA upon the termination of this Lease Agreement. TCA is expressly permitted to utilize its own funds to make any alteration to any Improvement, to make any addition to the Property, or to construct any other facility on the Property, provided that such alteration, addition or construction does not unreasonably interfere with Addison's use of the Property. Such alteration, addition or construction shall be for the sole use of TCA.

5. Repairs, Maintenance, and Operations. Addison shall be responsible for the repairs, maintenance, utilities, trash collection, and other matters as set forth in the Joint Use Agreement. TCA shall be responsible for its allocable share of utilities, custodial services, and dumpster contract and expenses as set forth in the Joint Use Agreement. If any of the Improvements shall be damaged and become unusable, Addison shall replace such Improvements as soon as practicable. The cost of such replacement or extraordinary repair shall, to the extent not funded by insurance proceeds, be borne equally by Addison and TCA. Addison shall indemnify TCA against liability to any person or property resulting from Addison's failure to make any repairs or perform any maintenance necessary with respect to the Improvements and as described in the Joint Use Agreement.

6. Insurance. Addison and TCA shall endeavor to obtain insurance jointly with respect to physical loss and personal injury, and the cost of such insurance shall be paid by Addison except as may be reasonably allocated to TCA's use of the Property. If such joint insurance cannot be



obtained at a cost or coverage acceptable to either Addison or TCA, then coverage shall be provided as described as set forth in the following provisions of this Paragraph 6. Addison shall, at all times during the term of this Lease Agreement, maintain policy or policies of insurance at its sole cost and expense with premiums paid in advance, insuring and binding upon a solvent insurance company, insuring the Property and Improvements against all risk of direct physical loss, in an amount reasonably determined by Addison; provided, that Addison shall not be obligated in any way or manner to insure any property of TCA which is not made a part of this Lease Agreement. For those Improvements where joint useage occurs, TCA shall have the right to obtain its own insurance coverage. In addition, Addison shall procure and maintain throughout the term of this Lease Agreement, where permitted by law, a policy or policies of insurance with an insurance company or companies licensed to do business in the State of Texas, at its sole cost and expense, insuring Addison against any and all liability for injury to, or death to any person or persons arising out of and in connection with the use of the Property during those hours in which Addison shall have use of the Property, in an amount to be determined by the manager of the City of Addison. Addison shall obtain written obligation on the part of each insurance company to notify Addison at least thirty (30) days prior to the cancellation of any of the aforesaid insurance. Copies of such insurance policies and all notices related thereto shall be supplied to TCA.

7. Legal Expenses for Suit. In the event that either party to this Lease Agreement commences any legal action or proceeding, including, but not limited to, actions for declaratory relief or specific performance, against the other by reason of the alleged failure of the other to perform or keep any term, covenant, or condition of this Lease Agreement to be performed or kept, the party prevailing in the action or proceeding shall be entitled to recover, in addition to its court costs, a reasonable attorneys' fee to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if any. The court will determine who is the prevailing party, whether or not the suit proceeds to final judgment. However, if an action is voluntarily dismissed, or dismissed pursuant to a settlement of the case, neither party will be entitled to recover the attorneys' fees.

8. Legal Defense. TCA agrees that it shall only be required to defend, to the extent provided by law, all suits, claims, causes of action, or public liability which may arise out of its use of the Property. Addison agrees that it shall only be required to defend, to the extent provided by law, all suits, claims, causes of action, or public liability which may arise out of its use and the public's use of the Property. Nothing herein shall be deemed in any manner to constitute a waiver of any immunity or a affirmative defense which may be asserted by TCA or Addison pursuant to law. Nor shall this Lease Agreement be in any manner construed to create a cause of action for the benefit of any person not a party to this Lease Agreement not otherwise existing at law.



9. Sale, Disposition or Condemnation of the Property.

(a) Provided that TCA has complied with the provisions of Paragraph 9(b) and 9(c) hereof, nothing contained in this Lease Agreement shall prohibit any sale, disposition or other transfer of the Property by TCA; whereupon this Lease Agreement shall terminate effective upon the closing of such sale, disposition or other transfer unless the transferee of the Property shall assume in writing on behalf of Addison all of the duties and obligations of TCA hereunder and shall agree to be bound by all of the terms described herein. Upon any such assumption by the transferee, TCA shall be released effective as of the date of such transfer from all of the obligations and duties required to be performed of it hereunder. In the event this Lease Agreement is terminated, TCA shall be obligated to make the payments to Addison described in Paragraph 10(f) hereof.

(b) In the event TCA desires to sell, dispose of or transfer all or a portion of the land and Improvements described on Exhibit "A-1" (the "Premises") to an unrelated third party which is other than an educational, religious, or charitable organization (a "Commercial User"), at any time during the term of this Lease Agreement, or any extension or renewal of it, TCA may, but shall not be required to, submit written notice of offer on the proposed terms of such sale, transfer or disposition to Addison (the "Offer") prior to offering the Premises for sale on such terms to a Commercial User, and Addison shall have an option to purchase the Premises upon such terms, such option to be exercised by written notice to TCA no later than fourteen (14) days from the date of the Offer. If Addison fails to timely exercise its option described in the Offer, TCA may sell, transfer, or dispose of the Premises to any party strictly on the terms set forth in the Offer, as set forth in Paragraph 9(a) hereof. The submission of an Offer to Addison shall terminate any rights of TCA to sell, dispose or transfer the Premises under the terms of any previous Offer not exercised by Addison.

(c) In the event TCA receives a bona fide offer from the Commercial User for the purchase of the Premises upon terms which differ from those described in an unexercised Offer pursuant to Paragraph 9(b) hereof, if any, and desires to sell the Premises for the amount and to such party named in the offer, TCA shall promptly give written notice to Addison of the terms of the offer and TCA's willingness to sell for the price offered and on the terms stated therein. Upon receipt of such written notice, Addison shall have the option and privilege of purchasing the Premises at the stated price, and must notify TCA in writing within fourteen (14) days after the date Addison receives notice from TCA whether it will purchase the Premises for the amount specified in the offer. Addison agrees to abide by the written



sales contract entered into between TCA and the third party making the bona fide offer and to purchase the entire Premises described in the offer and sales contract at the time set forth therein if it elects to purchase the Premises described in the offer. In the event Addison elects not to purchase the Premises described in this Lease Agreement within the specified fourteen (14) day period, at the price specified by the third party's offer, TCA may thereafter sell the Premises to the party making the offer pursuant to Paragraph 9(a) hereof, in which event, if the transferee does not assume the duties and obligations of TCA hereunder, the Lease shall be considered terminated by TCA and TCA shall pay to Addison, at the closing of the sale of the Premises to the third party monies due Addison in accordance with Paragraph 10 contained hereinafter. If for any reason the Premises are not sold to such party, notice of any subsequent bona fide offers acceptable to TCA must be given to Addison upon the same terms and conditions for acceptance or refusal as provided in this Lease Agreement.

(d) Addison hereby expressly covenants, to the extent such covenant is permitted by law, not to condemn the Property for the purposes of use as an athletic and recreational facility or as a public park so long as such Property is used by TCA or any successor or assign of TCA in connection with the operation of an educational facility, and the parties recognize that TCA would not enter into this Lease Agreement absent such a covenant by Addison. Addison and TCA further agree and affirm that TCA would suffer irreparable injury from such condemnation and that damages and remedies at law for breach of this covenant would be inadequate, and accordingly that TCA may apply to a court of competent jurisdiction, and shall be entitled to an injunction by such court to prevent such condemnation, to the extent such injunction is allowable by a court of equity.

(e) In the event all or a portion of the Property is condemned by someone other than Addison, the portion of the Property so taken if it affects Addison's use of that Property shall be deemed a partial termination of this Agreement, with the remedies as set forth in Paragraph 10 hereof. Notwithstanding any other provision of this Lease Agreement, upon termination or partial termination of this Lease Agreement prescribed by this Paragraph 9, TCA shall not be required to pay to Addison over the term set forth in Paragraph 10 hereof any amount in excess of the amount of consideration received by TCA for the Property transferred or condemned.

10. Termination. This Lease Agreement may be terminated by the parties hereto in the manner and with the remedies as set forth below.

(a) Termination by Notice. Addison may terminate this Lease Agreement by giving one (1) year prior written notice of

termination to TCA. TCA may terminate this Lease Agreement by giving one (1) year written notice of termination to Addison. The effective date of and such termination shall be at the expiration of the notice period except as the parties may otherwise mutually agree.

(b) Termination by Default. Upon any material default by one party hereto and failure to cure such default after thirty (30) days prior written notice of such default, this Lease Agreement may be terminated at the sole discretion and option of the non-defaulting party by written notice to the defaulting party. The notice of default required herein shall state in addition to describing the default and how the default is to be cured. The effective date of such termination shall be the date prescribed by the non-defaulting party in its notice of termination, which date shall not be less than thirty (30) days from notice. If the default is not curable within (30) days, then the defaulting party shall have additional reasonable time to cure such default provided steps have, in good faith, been commenced by the defaulting party to cure such default and prosecuted to completion with diligence and continuity. Failure to issue notice of default shall not constitute a waiver of such event of default.

(c) Termination by Transfer, Alteration of the Property, or Change in Law. As prescribed in Paragraph 9 with respect to sales, dispositions, transfers and condemnations of the Property, and Paragraph 11(e) with respect to changes in law deemed material, upon written notice this Lease Agreement shall be terminated as of the date of such event as to the portion of Property so altered or transferred, or terminated on the effective date of such material change in law. The terms and amount payable as to sales, dispositions, and transfers shall be as set forth in Paragraph 9(f) hereof, as to condemnation shall be as set forth in Paragraph 9(e) hereof, and as to changes in law as set forth in Paragraph 9(e) or 9(f), as appropriate, based on the party electing to terminate.

(d) Effect of Termination. Upon the effective date of termination of this Lease Agreement, Addison shall immediately transfer and surrender to TCA all possession and right to use of the Property, and title to the Improvements and copies of all records relating to the construction and maintenance of the Property, and shall surrender the Property in as good repair as when Addison obtained the same at the commencement of the term of this Lease Agreement, excepting only ordinary wear and use, or damage by the elements, by the act of God, by insurrection, revolt, riot, or of military or usurped power. Addison agrees to execute and file any and all legal documents to appropriately reflect the termination of this Lease Agreement.



(e) Amount Payable and Terms upon Addison's Elective or Default Termination. In the event Addison shall terminate this Agreement by election pursuant to Paragraph 10(a) or in the event TCA shall terminate this Agreement on the account of default by Addison and its failure to cure pursuant to Paragraph 10(b) hereof, TCA shall pay to Addison the Unamortized Construction and Capital Cost calculated as set forth in Paragraph 1(g) hereof as of the effective date of such termination, in twenty (20) equal annual installments without interest, provided that the entire remaining balance of such payments shall be due and payable upon any sale, transfer or other disposition of the Property.

(f) Amount Payable and Terms Upon TCA's Elective or Default Termination. In the event TCA shall terminate this Agreement by election pursuant to Paragraph 10(a) or in the event Addison shall terminate this Agreement on the account of default by TCA and its failure to cure pursuant to Paragraph 10(b) hereof, Addison shall pay to TCA the Unamortized Construction and Capital Cost calculated as set forth in Paragraph 1(g) hereof as of the effective date of such termination, such payment to be evidenced by a promissory note secured as set forth hereinafter, which shall provide for accrual of interest at the rate then in effect, and as changed from time-to-time, as to Addison in respect of its bonds used to finance the Improvements, with payment of principal and interest to be made at the rate of \$150,000 per year annually for four (4) years (which shall be applied first against accrued interest and shall then be applied against outstanding principal hereunder) and the remaining principal and accrued interest, if any, being payable in full at the end of the fifth year from the effective date of such termination; provided, however, that the entire amount of principal and accrued interest, if any, shall be due upon earlier sale, transfer or other disposition of the Property. Such promissory note shall be secured by a first lien on a rectangular portion of the southwest quadrant of the Property, such portion to be determined by reference to the appraised value of the Property as determined by the appropriate appraisal district, provided that TCA shall have the right to substitute collateral of equal value with the prior reasonable approval of Addison.

(g) Cumulative Remedy. The payments required as set forth in this Paragraph 10 are in addition to all other remedies of Addison and TCA for termination in breach of the provisions of this Agreement and each may exercise all other appropriate remedies at law or in equity.

11. Miscellaneous. The interpretation of this Lease Agreement shall be governed by the following provisions.

(a) Binding Effect. This Lease Agreement and the terms and provisions hereof shall bind and inure to the benefit of the

parties hereto and their respective successors and assigns whenever the Lease Agreement so requires or admits.

(b) Headings. The headings of the paragraphs of this Lease Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Lease Agreement.

(c) Notice. Any notice, request, demand, instruction or other communication to be given to either party hereunder must be in writing and shall be deemed to be delivered upon receipt, if hand delivered, or upon deposit in an official depository under the regular care and custody of the United States mail, and sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Addison:                      Town of Addison  
   Attn: City Manager  
   P.O. Box 144  
   Addison, Texas 75001

If to TCA:                              Trinity Christian Academy  
   Attn: Headmaster  
   17001 Addison Road  
   Addison, Texas 75248

With copies to:                      Trinity Christian Academy  
   Attn: Business Manager  
   17001 Addison Road  
   Addison, Texas 75248

Trinity Christian Academy  
Attn: Chairman, Board of Trustees  
17001 Addison Road  
Addison, Texas 75248

Raymond J. Martin, Jr., Esquire  
Johnson & Swanson  
2200 One Galleria Tower  
13355 Noel Road  
Dallas, Texas 75240

The address or addresses for the purposes of this paragraph may be changed by either party by giving written notice of such change to the other party in the manner provided herein for giving notice. For the purpose of changing such address or addresses, unless and until written notice is received, the last address and addresses stated herein shall be in effect for all purposes.

(d) Counterparts. This Lease Agreement and all other copies of this Lease Agreement, insofar as they relate to the



rights, duties, and remedies of the parties, shall be deemed to be one Lease Agreement. This Lease Agreement may be executed concurrently in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(e) Applicable Law. This Lease Agreement shall be construed in accordance with and governed by the laws of the State of Texas and is entered into subject to the provisions of all applicable federal, state and local laws or ordinances and the requirements of any and all regulatory governmental agencies having jurisdiction over the Property. In the event, however, that any such federal, state or local law or ordinance or any rule or regulation of the Town of Addison is enacted or interpreted so as to prevent the application or implementation of any material term or provision of this Lease Agreement or the Joint Use Agreement in a manner other than in which it is herein stated, TCA shall have the unrestricted right to terminate this Agreement in accordance with Paragraph 10 hereof. In the event a court should require use of the Property by a person other than a Permitted User, TCA's remedy shall be to terminate this Lease Agreement immediately upon such decision, provided however, that the amount and terms payable shall be as set forth in Paragraph 9(f).

(f) Representations and Warranties. Both parties hereto acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties, except such as are expressed herein.

(g) Amendment. No amendment or modification shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Lease Agreement.

(h) Invalidity. In the event any covenant, condition or provision herein contained is held to be invalid or unenforceable by court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided the invalidity of any such covenant, condition or provision does not materially prejudice either TCA or Addison in its respective rights and obligations contained in the valid covenants, conditions and provisions of this Agreement. Notwithstanding the foregoing, TCA shall have the rights set forth in subparagraph (e) above in the event of any such interpretation contrary to the provisions hereof.

(i) Entire Agreement. This Lease Agreement, together with all exhibits attached hereto, and the Joint Use Agreement, shall constitute the entire agreement between the parties hereto and all



other representations or statements heretofore made, verbal or written, are merged herein.

(j) Authority. Each person executing this Lease Agreement warrants and represents that he is fully authorized to do so, and the other party is entitled to rely on such representation.

EXECUTED on this the 1<sup>st</sup> day of July, 1986, as approved by the parties hereto and the town council of the Town of Addison.

ATTEST:

TOWN OF ADDISON

Jacque Kuse  
Town Secretary

By:

[Signature]  
Mayor

TRINITY CHRISTIAN ACADEMY, INC.

By:

[Signature]  
Chairman, Board of Trustees

STATE OF TEXAS §  
COUNTY OF DALLAS §

This instrument was acknowledged before me on July 2, 1986 by Jerry Redding, as Mayor and on behalf of the Town of Addison.

[Signature]  
Notary Public  
My Commission Expires: 4-30-90

STATE OF TEXAS §  
COUNTY OF DALLAS §

This instrument was acknowledged before me on June 18, 1986 by Daniel W. Thor, Chairman of the Board of Trustees of Trinity Christian Academy, Inc., a Texas corporation, on behalf of said corporation.

[Signature]  
Notary Public  
My Commission Expires: 9/25/89



RHONDA S. BRITTAIN  
Notary Public in and for the  
State of Texas  
My Commission Expires 9/25/89

EXHIBIT "B"  
TO  
LEASE AGREEMENT

Phase I Improvements

The items listed in Exhibit "B" are the items of improvements deemed to be necessary for Phase I of the Addison/TCA Joint Use Project. Each item has an estimated installation date and an approximate cost and within each area. Bills, cost and fees incurred by TCA prior to the signing of this agreement will be included in the Phase I Improvements and are to be repaid to TCA.

<u>Area</u>	<u>Installation Date</u>	<u>Estimated Cost</u>	<u>Estimate By</u>
I. Northwest quadrant - <u>Baseball Field</u> - erection of <u>three light poles</u> and field side lighting from existing track lights (This will allow for the baseball field to be used for softball at night. The outfield can be used at night for soccer.)	July '86	\$ 50,000	---
II. Southwest quadrant - <u>Multipurpose fields</u>			
1. <u>Addition of top soil</u> (This area was surveyed and the soil was added in February of 1985. The cost of \$18,400 to be reimbursed to TCA.)	Feb. '85	18,400	Gregory Excavating
2. <u>Fine grading</u> and final preparation (Final prep should be done prior to spray mulch.)	May '86	5,000	Gregory Excavating
3. <u>Sprinkler system</u> installation (This can tie into the existing system and will also hook into the chemigation fertilizing system.)	May '86	15,476	Automatic Rain

<u>Area</u>	<u>Installation Date</u>	<u>Estimated Cost</u>	<u>Estimate By</u>
4. <u>Spray mulch</u> (Use common Bermuda unless otherwise indicated.)	May '86	5,000	Estimate based on similar work done Sept. of 1985
5. <u>Softball backstops</u> (Permanent style, set in concrete with a bonnet.)	June '86	4,200	Liberty Fence
6. <u>Soccer goals</u> (These are to be like the existing goals on the elementary playground.)	June '86	1,790	BSN, Inc.
7. <u>Storage area</u> under pressbox to service Areas I and II (Enclosure of the support poles, pouring of a concrete floor and installation of a set of 3-0 doors on the north for access creating a 6'0" opening would service the west fields with storage.)	June '86	5,000	---

### III. Track

1. <u>Track surface and field event areas</u> (The design of the high jump area should be a large rectangle area rather than the two half moon's on the site plan.)	June '86	150,000	Royal Athletics & SuperTurf
2. <u>Jogging track</u> (Care should be taken to protect the track at key areas north and south of track where vehicle traffic would cross the jogging area. In the outfield, the track would double as a warning track for players.)	July '86	46,134	SuperTurf
3. <u>Modify lighting on 4 existing poles</u> (Update and enhancement of the track lighting to a brighter and more cost efficient system with 64 new fixtures plus installation.)	June '86	25,000	Estimate by Architect



<u>Area</u>	<u>Installation Date</u>	<u>Estimated Cost</u>	<u>Estimate By</u>
4. <u>Addison pro rata cost of new maintenance facility</u> (The storage area under new stands to be built by TCA and available to Addison.)	June '86	20,000	Telamon Const.
5. <u>Paving to Maintenance Facility</u>	July '86	10,000	Telamon Const.
6. <u>Addison pro rata cost of Stands, Restrooms and Medical Emergency Center</u> (All of these areas will be built by TCA and will be available also to Addison. Total cost for this facility and the maintenance facility is approximately \$200,000.)	July '86	50,000	Telamon Const.
IV. <u>Field House</u>			
1. <u>Relocate stands</u> (The current permanent stands will be moved to the track area.)	June '86	10,000	Telamon Const.
2. <u>Lighting, H/V/AC, wall treatment, storage, goal relocation, floor</u> (See architect's drawings for details.)	June '86	70,000	Estimate by Architect
3. <u>Recreation Center Addition</u> (This facility will be for the primary use of Addison to aid in their monitoring of the facilities' usage.)	June '86	108,000	Estimate by Architect
4. <u>Approach/signage</u> (Sign to be designed by the city staff. The approach will be a part of the Field House reconstruction.)	June '86	68,000	Estimate by Architect
5. <u>Activities Area and Exercise Room</u> (Total cost of second floor excluding finished floor surface and H/V/AC. The second floor will be used for various activities including aerobics, table games, ping pong, and other physical workout activities.)	June '86	288,000	Estimate by Architect

<u>Area</u>	<u>Installation Date</u>	<u>Estimated Cost</u>	<u>Estimate By</u>
6. <u>Exercise room floor and H/V/AC</u> (The second floor will have its own separate H/V/AC units.)	June '86	50,000	Floor cost by BI Surfaces
V. <u>Softball Field</u>			
1. <u>Top soil, sprinklers, spray mulch</u> (As on Area II.)	June '86	25,000	As Area II with Top Soil needs reduced to \$5,000
2. <u>Relocation of Softball backstop</u> (Moving the backstop to the NW corner allows for the new road to be at the deepest part of the outfield and also make it much easier to light the infield area by using the tennis lights.)	Aug. '86	5,000	Liberty Fence
3. <u>Lights</u> (Using the four poles common to the tennis courts and three additional poles for the west side and the outfield.)	Aug. '86	20,000	---
VI. <u>Tennis</u>			
1. <u>Addition of two courts, parking lot, retaining walls and appropriate drainage between and north of the existing courts</u> (The site plan calls for two tennis courts and a parking area.)	June '86	75,000	Dartbrook Corp.
2. <u>Lighting of tennis courts</u> (See site plan for lighting.)	June '86	45,000	Dartbrook Corp.
3. <u>Refurbish existing tennis courts</u>	June '86	10,000	---
VII. <u>Playground</u>			
1. <u>SuperTurf on heavy use areas</u> (Specifications to be provided by SuperTurf.)	June '86	40,000	SuperTurf
2. <u>Covers for hard surface and slide areas</u> (Specifications to be provided by Architect.)	June '86	10,000	Estimate by Architect

<u>Area</u>	<u>Installation Date</u>	<u>Estimated Cost</u>	<u>Estimate By</u>
VIII. <u>Parking Lots Access Roads and Fire lanes</u>			
1. See site plan (includes access road to tennis area, parking by tennis area and Field House, and Rec Center office.) (\$130,000 for access road and lanes, \$70,000 for parking lots)	June '86	200,000	Dallas County Asphalt
IX. <u>Electrical</u>			
1. <u>Modify transformer, relocate and reconnect service</u> (This is needed to increase the service for the addition of lighting on outdoor areas.)	June '86	50,000	TP&L
X. <u>Landscaping</u>			
1. <u>Sojourn Dr. Playground Area</u> <u>North side of new drive</u> (Decorative fencing and landscaping plan to be designed by Addison)	Aug. '86	20,000	---
2. <u>Connecting walkways and plaza areas</u> (See site plan for location.)		20,000	---
3. <u>Fencing</u>	Aug. '86	20,000	---
XI. <u>Reimbursable Expenses</u>			
1. <u>Architectural</u>	Ongoing	30,000	TCA
2. <u>Engineering</u>	Ongoing	20,000	TCA
3. <u>Legal</u>	Ongoing	<u>10,000</u>	TCA
TOTAL ESTIMATED COSTS:		<u>\$1,600,000</u>	



EXHIBIT "C"  
TO  
LEASE AGREEMENT

Phase II Improvements

The items in Phase II are possible additions to the Joint Use Project. All items are contingent upon the acquisition of approximately 3 acres of land north of TCA's present property (See Expanded Master Site Plan). Cost estimates based on cost analysis for Phase I Improvements. All Phase II Improvements are subject to review and approval by both TCA and Addison.

Items:

(1)	Acquisition of needed land (approximately 3 acres at \$14.00 per sq. ft.)		\$ 1,829,520.00
(2)	The construction of a tennis center adjacent to the tennis court area		42,000.00
(3)	Utilities		10,000.00
(4)	The construction of parking adjacent to Phase II tennis courts (6,000 sq. ft.)		10,000.00
(5)	Construction of four additional tennis courts with lights (\$25,000.00 per court with \$6,500.00 per court for lighting)		130,000.00
(6)	Construction of playing fields including, but not limited to, dirt, spray mulch, sprinkler systems, fencing, and other equipment		
	Additional soil and preparation	\$ 40,000.00	
	Spray mulch	6,000.00	
	Sprinkler systems	25,000.00	
	Fencing	5,000.00	
	Equipment	<u>20,000.00</u>	<u>96,000.00</u>
TOTAL ESTIMATED COST FOR PHASE II			\$ <u>2,117,520.00</u>

EXHIBIT "D"  
TO  
LEASE AGREEMENT

3691M

JOINT USE AGREEMENT

STATE OF TEXAS       §

COUNTY OF DALLAS   §

THIS JOINT USE AGREEMENT, by and between the TOWN OF ADDISON, a municipal corporation ("Addison") and TRINITY CHRISTIAN ACADEMY, INC., a Texas non-profit corporation ("TCA") is entered into this \_\_\_\_ day of \_\_\_\_\_, 1986.

R E C I T A L S:

WHEREAS, TCA has existing land (the "Property") which the school uses for athletic facilities and wishes to enhance and expand its facilities; and

WHEREAS, the rapid growth of Addison has created a shortage of land available for athletic and recreational purposes; and

WHEREAS, Addison and TCA believe that improvement of the existing athletic and recreational facilities of TCA and construction of certain additional athletic and recreational facilities on the Property pursuant to the terms of a Lease Agreement between the parties hereto executed contemporaneously herewith (the "Lease Agreement") will be of mutual benefit to the residents of Addison, TCA staff and their families and the current and former students of TCA and their families; and

WHEREAS, TCA has agreed to allow Addison joint use of its Property as set forth in the Lease Agreement and herein; and

WHEREAS, Addison and TCA desire to describe the manner of implementation of the joint use of the Property and other such matters as are set forth hereinbelow;

NOW, THEREFORE, in consideration of the mutual covenants and premises contained herein, and for other good and valuable considerations, the receipt of which is hereby acknowledged, Addison and TCA agree to implement the joint use of the Property and the terms and provisions of the Lease Agreement as follows:



## A G R E E M E N T:

1. Purpose and Term of this Agreement. The purpose of this Joint Use Agreement is to define, subject to later agreements by the parties hereto, the implementation of the joint use of the Property, the methodology by which such joint use shall be shared during the term of this Joint Use Agreement, the method of communication between the parties hereto, and general administrative issues in the implementation of the Lease Agreement. In the case of conflict of any provision in this Joint Use Agreement with a provision in the Lease Agreement, the provision set forth in the Lease Agreement shall control. The rules and regulations contained in this Joint Use Agreement shall be reviewed and renewed annually with the goal of maintaining an efficient procedure for implementing joint use of the Property which is beneficial to Addison and TCA. This Joint Use Agreement shall terminate upon the termination of the Lease Agreement.

2. Approved Uses. TCA may use the Property at such times as are designated in Paragraph 3 below for any purpose for which it could have used the Property if this Joint Use Agreement and the Lease Agreement had not be effected. During the term hereof, Addison may use the Property during the times as set forth in Paragraph 3 below solely as a general purpose athletic and recreational facility on behalf of the Permitted Users as that term is defined in the Lease Agreement, subject to the following limitations:

A. Alcoholic Beverages and Controlled Substances. There shall be no sale or consumption of alcoholic beverages or controlled substances, as such controlled substances are so considered under the law existing as of the date of this Joint Use Agreement, upon the Property.

B. Athletic and Recreational Use. The Property shall not be used by any person or persons who shall engage in loud, boisterous, threatening, abusive, insulting or indecent language or engage in any behavior tending to lead to an immediate breach of the public peace or tending to incite violence, crime, or disorderly conduct. The Property shall not be used in a manner which disturbs or unreasonably interferes with any person or party occupying any area of the Property or which otherwise detracts from the promotion of public health, welfare, safety and recreation on the Property. The Property shall not be used by any persons or person who shall engage in conduct which creates an immediate danger of damage to property (including particularly any use of the athletic playing fields for other than athletic purposes) or injury to persons or which entails unusual, extraordinary or burdensome expense or police operation by Addison. The use of the Property shall additionally be subject to all other ordinances of Addison existing or hereafter enacted regulating the activities on the Property which are not inconsistent with the provisions contained herein. There shall be



no usage for functions other than such functions which are solely and exclusively for athletic and recreational uses or which have been approved in advance by TCA, which consent and approval shall be in TCA's sole discretion.

C. Permitted Usage. Use of the Property for organized activities, league play, and other similar functions, and use of the tennis courts shall be restricted and available solely to Permitted Users, which includes "TCA Affiliates", being the current and former students of TCA and their families, and TCA staff and their families. Addison shall implement appropriate procedures, including a verified user system if necessary, to regulate such use. Upon the request of Addison, TCA shall be responsible for identifying and/or permitting TCA affiliates.

D. Limited Use. Limited use shall be permitted by or for the benefit of Addison of certain areas designated or described on "Exhibit A -- Limited Use Areas" attached hereto and made a part hereof.

3. Coordination of Use. Addison and TCA agree to cooperate with each other for the operation of the Property within the terms and conditions described herein and in the Lease Agreement. The scheduling and coordination of the Property shall be governed by the following specific provisions.

A. Responsible Personnel. The individual responsible for scheduling events and representing Addison in matters relating to this Joint Use Agreement shall be the City Manager of the Town of Addison, or his designee who shall be the Director of Landscape Development hereinafter called the "Landscape Director", or his/her designee. The individual responsible for scheduling events and representing TCA in matters relating to this Joint Use Agreement shall be the Headmaster, or his designee who shall be the Business Manager of TCA, hereinafter called "Business Manager", or his/her designee.

B. General Hours. TCA shall have exclusive use of the Property as described below during the Normal School Hours, as that term is defined in the Lease Agreement, and during certain other times as described in subparagraph C below. The Permitted Users and TCA Affiliates shall generally have primary use as described in this Joint Use Agreement of the Property after Normal School Hours from Monday through Friday from 6:00 a.m. through 7:30 a.m and from 6:15 p.m. through 11:00 p.m.; provided, however, that the staff of Addison shall be permitted entry to the Property for a reasonable time prior to Addison's scheduled usage to properly prepare for such usage so long as such preparation does not interfere with TCA's use during its allocated usage hereunder. In addition, the Permitted Users shall generally have

primary use of the Property from 6:00 a.m. until 11:00 p.m. on all weekends except when use is reserved by TCA for school related activities as described hereinafter, and from 6:00 a.m. to 11:00 p.m. Monday through Sunday from June 1 through August 19 except as scheduled for exclusive use by TCA for summer activities as set forth below.

C. Scheduling Procedure. Prior to the Notification Dates set forth below, each year TCA shall periodically furnish to the Landscape Director a schedule of proposed student related activities for the following time periods (the "Trimesters"):

<u>Notification Date</u>	<u>Time Period</u>
July 1	Fall August 20 - December 31
December 1	Spring January 1 - May 31
April 1	Summer June 1 - August 19

Within fifteen (15) days of receipt of TCA's schedule, the Landscape Director shall deliver to TCA the joint TCA/Addison schedule for the coming time period which shall allow TCA preferential use of the Property pursuant to its request for time not to exceed two hundred twenty (220) hours per fiscal year from August 20 through August 19 of the following year. Such schedules shall show the hours, dates and events to take place. This proposed TCA schedule shall include all activities which would affect the use or maintenance of the Property including, without limitation, use by TCA on Friday nights for home football games, weekend athletic meets, athletic summer camps, and similar activities. TCA shall share usage of facilities with Addison on dates when both TCA and Addison desire use of the Property after Normal School Hours unless Addison's use would materially interfere with TCA's use. In the event TCA should subsequently require additional use of the Property other than as indicated on its submitted schedule, it shall notify Addison of its need in writing at least twenty (20) days prior to such requested event. Addison agrees to make every effort to accommodate TCA in such usage and as to any usage requested by TCA for a Trimester in excess of the annual two hundred twenty (220) hours of TCA usage described above, Addison agrees to allow such usage unless it has previously scheduled organized activities at the requested time and such activities cannot feasibly be rescheduled.

D. Program Director. A program director shall be hired by Addison to coordinate summer activities on the Property. The Program Director shall be selected by Addison and shall be its employee, but all costs and expenses of the Program Director shall be paid for by Addison. All other personnel utilized by Addison in respect of its usage of the Property shall be employed by Addison. No employee of Addison who has been convicted of a



felony involving moral turpitude shall be assigned to the Property. In the event such employee is assigned to the Property and is not removed as soon as the felony conviction is known by Addison, Addison shall pay TCA liquidated damages of \$2,000 per day for each day that such employee is assigned to the Property after such felony conviction is known to Addison.

E. Parking Usage. Both TCA and Addison shall be entitled to joint use of parking areas on the Property with Addison on a first-come first-served basis during the time the Property is used by Addison.

4. Coordination of Maintenance. Maintenance activities on the Property shall be allocated between Addison and TCA and coordinated as set forth below.

A. Obligation of Addison. Addison shall maintain all outside joint use areas of the Property in good working order and appearance, clear of debris, and exhibiting only normal and reasonable wear and tear, but shall have no responsibility for those areas in the maintenance facility which are designated for TCA's exclusive use. Addison shall use its reasonable efforts to service the Property during its normal business hours of 7:00 a.m. to 5:00 p.m. Addison shall, however, have the right to enter the Property during the hours of use reserved by TCA as described above for purposes of maintenance and repair. The general responsibilities for maintenance contemplated by the parties hereto are set forth on "Exhibit B -- Maintenance Responsibilities" attached hereto and made a part hereof, provided that the parties may by mutual consent agree to such other maintenance procedures as are mutually acceptable.

B. Scheduling. The Landscape Director shall furnish a maintenance schedule to the Business Manager indicating hours necessary for routine maintenance which shall be performed either by Addison or by an independent contractor of Addison. The Landscape Director shall notify TCA of any special maintenance requirements so that TCA will be aware of any potential times when the areas may not be used because of said maintenance. Addison shall use its best efforts to schedule maintenance activities so as not to unreasonably interfere with TCA's school activities.

C. Custodial and Business Maintenance Services. TCA shall provide all custodial and building maintenance services for the field house, for all the area of the maintenance facility designated to be used solely by TCA, for the recreation office area and that area of the maintenance facility designated to be used solely or jointly by Addison, in addition to any joint storage areas. For purposes of this section, "custodial services" shall include clean-up, trash removal and light bulb replacement

and any other miscellaneous upkeep. Building maintenance shall include all normal and reasonable building related repairs including but not limited to heating and air conditioning, plumbing, electrical and roofing of the building.

D. Notification for Repairs and Maintenance. TCA may notify Addison in writing of the need for repair or maintenance to the Property, including the joint use areas, and Addison agrees to effect such repair or maintenance within a reasonable time. Any such notification shall be brought to the attention of the Landscape Director by use of a written Work Order Request. All Work Order Requests shall be submitted to the Landscape Director on forms to be provided by the Landscape Director. All Work Order Requests shall state the type of repair or maintenance necessary, the area of repair or maintenance and the condition of the Property which needs repair, along with the individual or individuals who observe the need for such repair or maintenance. In the event the repair or maintenance is of such a character that immediate attention is needed, in order to prevent hazard to the health or safety of the users of the Property, the Business Director shall immediately telephone the Landscape Director of the need for immediate repair or maintenance and then forward a written Work Order Request as soon as practical thereafter. If any repair or maintenance requests made by TCA hereunder are not commenced within twenty (20) days after Addison's receipt of a written Work Order Request, TCA may, but shall not be required to, make such repairs and perform such maintenance, and Addison shall pay to TCA upon written demand, all of its costs incurred in connection with such repair or maintenance. It is further the intention of the parties hereto that all items of equipment or other improvements located on the Property and use by Permitted Users shall be repaired or replaced, as set forth more particularly in the Lease Agreement. Notwithstanding the foregoing, nothing contained in this paragraph shall require TCA to report a need for repairs or maintenance and Addison shall periodically review the Property independently to determine its need for repairs or maintenance. Addison shall notify TCA of the need for repair or maintenance on the Property. If any repair or maintenance requests made by Addison hereunder are not commenced within twenty (20) days after TCA's receipt of a written Work Order Request, Addison may, but shall not be required to, make such repairs and perform such maintenance, and TCA shall pay to Addison upon written demand, all of its costs incurred in connection with such repair or maintenance.

E. Trash. TCA and Addison will determine the necessary number of trash dumpsters and their location throughout the Property. TCA shall enter into a contract with a sanitation collection firm for the disposal of the trash which shall be deposited in the trash dumpsters. Each party shall be responsible



for paying their pro rata share of expenses associated therewith. Addison shall provide trash receptacles and place them throughout the Property. Addison shall also be responsible for removing the accumulated trash from the receptacles and placing the trash in the dumpsters located on the Property no later than 8:00 a.m. prior to the beginning of TCA's school day.

5. Utilities. Except as otherwise agreed to by the parties hereto, Addison, at its sole cost and expense, shall provide all normal utility service connections to the outside areas of the Property. Addison shall pay the cost of connection charges, all electric lights, lamps or tubes and all charges for gas, water and electricity which is related to the outside use of the Property. TCA shall be responsible for all utilities which relate to the inside use of the Property.

6. Equipment. The portion of the maintenance facility which is jointly used by Addison and TCA for storage shall be accessible to both Addison and TCA for the storage of temporary goal posts, line marking equipment and all other recreational equipment incidental to the use of the Property. It is agreed that Addison and TCA shall jointly use said goal posts, line marking equipment and all incidental recreational equipment to avoid each party having to purchase separate equipment. All recreational equipment shall promptly be returned to the joint storage area by the party using such equipment. All damage to such equipment shall be repaired by and at the cost of Addison as set forth elsewhere herein, unless such damage is caused by TCA's direct usage. In addition, the maintenance facility shall be used by Addison for the storage of lawnmowers, chemicals, sprinklers, and all other equipment that is necessary for the maintenance of such Property. TCA shall use the maintenance facility for storage of any items which are incidental to the operation of the school.

7. Security. Addison shall furnish a perimeter fence, the character and type of which shall be approved by both parties, for the Property. Addison shall lock the fence gates immediately after its hours of supervised operation. The gates will have locks for which both parties shall have keys to have access 24 hours a day. Addison shall place signs at the entrances which shall indicate the hours of operation by Addison and the hours of operation by TCA. If requested by TCA and reasonably necessary, Addison shall provide increased security lighting and police protection for the area of the Property.

8. Miscellaneous. This Joint Use Agreement shall be interpreted in accordance with the following provisions.

A. Waiver of Immunity. Nothing herein shall be deemed in any manner to constitute a waiver of any immunity or affirmative defense which may be asserted by TCA or Addison pursuant to law. Nor shall this Agreement be in any manner construed to create a cause of action for the benefit of person not a party to this Joint Use Agreement not otherwise existing at law.

B. Local Laws. Subject to applicable laws, this Joint Use Agreement is entered into subject to the provisions of all applicable federal, state and local laws or ordinances and the requirements of any and all governmental regulatory agencies having jurisdiction over the Property. In the event, however, that any provision set forth herein becomes unenforceable or is amended by operation of law, ordinance, or any other rule or regulation promulgated by Addison, this Agreement shall be terminable at the option of TCA as set forth in the Lease Agreement.

C. Successors and Assigns. This Joint Use Agreement and the terms and provisions hereof shall bind and inure to the benefit of the parties hereto and their respective successors and assigns whenever this Joint Use Agreement so requires or admits.

D. Amendment. The parties acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties, except as are expressed herein, and that no amendment or modification of this Joint Use Agreement shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Joint Use Agreement.

E. Invalidity. In the event any covenant, condition, section, phrase, clause or provision herein contained is held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity of any such covenant, condition, section, phrase, clause or provision shall in no way affect any other covenant, condition, section, phrase, clause or provision herein contained, provided the invalidity of any such covenant, condition, section, phrase, clause or provision does not materially prejudice either TCA or Addison in its respective rights and obligations contained in the valid covenants, conditions, sections, phrases, clauses and provisions of this Joint Use Agreement.

F. Total Agreement. This Joint Use Agreement, together with all exhibits attached hereto, and the Lease Agreement shall constitute the entire agreements between the parties hereto and all other representatives of statements heretofore made, verbal or written, are merged herein.

G. Legal Action. In the event that either party to this Joint Use Agreement commences any legal action or proceeding, including but not limited to, actions for declaratory relief or specific performance, against the other by reason of the alleged failure of the other to perform or keep any term, covenant or condition of this Joint Use Agreement or the Lease Agreement to be performed or kept, the party prevailing in the action or proceeding shall be entitled to recover, in addition to its court



costs, a reasonable attorneys' fee to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if any. The courts will determine who is the prevailing party, whether or not the suit proceeds to final judgment. However, if an action is voluntarily dismissed, or dismissed pursuant to a settlement of the case, neither party will be entitled to recover the attorneys' fees.

H. Counterparts. This Joint Use Agreement and all other copies of this Agreement insofar as they relate to the rights, duties and remedies of the parties, shall be deemed to be one agreement. This Joint Use Agreement may be executed can currently in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I. Remedies. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use of any other remedy. The rights and remedies provided in this Agreement are given in addition to any other rights the parties may have by laws statute, ordinance or otherwise.

J. Notice. Except as otherwise provided herein, any notice, request, demand, instruction or other communication to be given to either party hereunder must be in writing and shall be deemed to be delivered upon receipt, if hand delivered, or upon deposit in an official depository under the regular care and custody of the United States mail, and sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Addison:     Town of Addison  
                          Attn: City Manager  
                          P.O. Box 144  
                          Addison, Texas 75001

If to TCA:            Trinity Christian Academy  
                          Attn: Headmaster  
                          17001 Addison Road  
                          Addison, Texas 75248

With copies to:     Trinity Christian Academy  
                          Attn: Business Manager  
                          17001 Addison Road  
                          Addison, Texas 75248

Trinity Christian Academy  
Attn: Chairman, Board of Trustees  
17001 Addison Road  
Addison, Texas 75248

With copies to: Raymond J. Martin, Jr., Esquire  
(cont'd) Johnson & Swanson  
2200 One Galleria Tower  
13355 Noel Road  
Dallas, Texas 75240

EXECUTED this the \_\_\_\_ day of \_\_\_\_\_, 1986, as approved by the  
Town Council of the Town of Addison.

TOWN OF ADDISON

ATTEST:

\_\_\_\_\_  
Town Secretary

By: \_\_\_\_\_  
Mayor

EXHIBIT

TRINITY CHRISTIAN ACADEMY, INC.

By: \_\_\_\_\_  
Chairman, Board of Trustees

STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

This instrument was acknowledged before me on \_\_\_\_\_, 1986  
by \_\_\_\_\_, as Mayor and on behalf of the Town of  
Addison.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



STATE OF TEXAS     §  
                              §  
COUNTY OF DALLAS   §

      This instrument was acknowledged before me on \_\_\_\_\_, 1986  
by \_\_\_\_\_, Chairman of the Board of Trustees of  
Trinity Christian Academy, Inc., a Texas corporation, on behalf of said  
corporation.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

EXHIBIT "A"  
TO  
JOINT USE AGREEMENT

Limited Use Areas

Items:

1. The Football Field shall not be used for league or other organized games of any nature.
2. The infield of the Baseball Field is to be used only as a regulation size (90' bases) Baseball Field from August 1 through May 1 of each year. (This does not apply if the infield is converted to artificial surface.)
3. The following areas are to be used by Addison only after receiving written permission from TCA as indicated:
  - a.   Weight Room                   Through written permission by the  
      Dressing Rooms           Athletic Director and monitored  
      Coaches' Office          by TCA personnel  
      Athletic Director's  
          Office  
      Stadium Stands
  - b.   TCA's portion of the   Through written permission by the  
      maintenance area      Maintenance Director and monitored  
                                  by TCA personnel
4. The Addison Recreation Office is limited to use by Addison unless a written request by TCA is consented to by Addison.



EXHIBIT "B"  
TO  
JOINT USE AGREEMENT

Maintenance Responsibilities

ITEMS:

1. Addison will:

a. Pay for the maintenance of all grass fields on a regular schedule approved by TCA. This includes but is not limited to mowing, fertilization, weed control and turf building (sanding).

b. Pay for the installation of a separate landscape water meter and irrigation lines for all areas covered by the Joint Use Agreement and for costs incurred in watering all grass fields. Addison may incorporate existing irrigation lines into its system.

c. Pay for the installation of a separate electric meter and all related electricity used for lighting the tennis courts, track and playing fields.

d. Pay for costs to sweep, clean and otherwise have all outside facilities well kept at the end of each day's use.

2. TCA will:

a. Pay for all costs of H/V/AC and lights for the Field House.

b. Be responsible for the supervision of the set-up and preparation of all fields prior to an athletic contest.

c. Assume the normal maintenance responsibilities of the Joint Use areas not specifically designated in Item I, provided that the cost of same shall be fairly allocated to the using party.

d. Pay for the related costs of water and sanitary sewer usage for the Field House.

## A G R E E M E N T:

1. Purpose and Term of this Agreement. The purpose of this Joint Use Agreement is to define, subject to later agreements by the parties hereto, the implementation of the joint use of the Property, the methodology by which such joint use shall be shared during the term of this Joint Use Agreement, the method of communication between the parties hereto, and general administrative issues in the implementation of the Lease Agreement. In the case of conflict of any provision in this Joint Use Agreement with a provision in the Lease Agreement, the provision set forth in the Lease Agreement shall control. The rules and regulations contained in this Joint Use Agreement shall be reviewed and renewed annually with the goal of maintaining an efficient procedure for implementing joint use of the Property which is beneficial to Addison and TCA. This Joint Use Agreement shall terminate upon the termination of the Lease Agreement.

2. Approved Uses. TCA may use the Property at such times as are designated in Paragraph 3 below for any purpose for which it could have used the Property if this Joint Use Agreement and the Lease Agreement had not been effected. During the term hereof, Addison may use the Property during the times as set forth in Paragraph 3 below solely as a general purpose athletic and recreational facility on behalf of the Permitted Users as that term is defined in the Lease Agreement, subject to the following limitations:

A. Alcoholic Beverages and Controlled Substances. There shall be no sale or consumption of alcoholic beverages or controlled substances, as such controlled substances are so considered under the law existing as of the date of this Joint Use Agreement, upon the Property.

B. Athletic and Recreational Use. The Property shall not be used by any person or persons who shall engage in loud, boisterous, threatening, abusive, insulting or indecent language or engage in any behavior tending to lead to an immediate breach of the public peace or tending to incite violence, crime, or disorderly conduct. The Property shall not be used in a manner which disturbs or unreasonably interferes with any person or party occupying any area of the Property or which otherwise detracts from the promotion of public health, welfare, safety and recreation on the Property. The Property shall not be used by any persons or person who shall engage in conduct which creates an immediate danger of damage to property (including particularly any use of the athletic playing fields for other than athletic purposes) or injury to persons or which entails unusual, extraordinary or burdensome expense or police operation by Addison. The use of the Property shall additionally be subject to all other ordinances of Addison existing or hereafter enacted regulating the activities on the Property which are not inconsistent with the provisions contained herein. There shall be



no usage for functions other than such functions which are solely and exclusively for athletic and recreational uses or which have been approved in advance by TCA, which consent and approval shall be in TCA's sole discretion.

C. Permitted Usage. Use of the Property for organized activities, league play, and other similar functions, and use of the tennis courts shall be restricted and available solely to Permitted Users, which includes "TCA Affiliates", being the current and former students of TCA and their families, and TCA staff and their families. Addison shall implement appropriate procedures, including a verified user system if necessary, to regulate such use. Upon the request of Addison, TCA shall be responsible for identifying and/or permitting TCA affiliates.

D. Limited Use. Limited use shall be permitted by or for the benefit of Addison of certain areas designated or described on "Exhibit A -- Limited Use Areas" attached hereto and made a part hereof.

3. Coordination of Use. Addison and TCA agree to cooperate with each other for the operation of the Property within the terms and conditions described herein and in the Lease Agreement. The scheduling and coordination of the Property shall be governed by the following specific provisions.

A. Responsible Personnel. The individual responsible for scheduling events and representing Addison in matters relating to this Joint Use Agreement shall be the City Manager of the Town of Addison, or his designee who shall be the Director of Landscape Development hereinafter called the "Landscape Director", or his/her designee. The individual responsible for scheduling events and representing TCA in matters relating to this Joint Use Agreement shall be the Headmaster, or his designee who shall be the Business Manager of TCA, hereinafter called "Business Manager", or his/her designee.

B. General Hours. TCA shall have exclusive use of the Property as described below during the Normal School Hours, as that term is defined in the Lease Agreement, and during certain other times as described in subparagraph C below. The Permitted Users and TCA Affiliates shall generally have primary use as described in this Joint Use Agreement of the Property after Normal School Hours from Monday through Friday from 6:00 a.m. through 7:30 a.m. and from 6:15 p.m. through 11:00 p.m.; provided, however, that the staff of Addison shall be permitted entry to the Property for a reasonable time prior to Addison's scheduled usage to properly prepare for such usage so long as such preparation does not interfere with TCA's use during its allocated usage hereunder. In addition, the Permitted Users shall generally have

primary use of the Property from 6:00 a.m. until 11:00 p.m. on all weekends except when use is reserved by TCA for school related activities as described hereinafter, and from 6:00 a.m. to 11:00 p.m. Monday through Sunday from June 1 through August 19 except as scheduled for exclusive use by TCA for summer activities as set forth below.

C. Scheduling Procedure. Prior to the Notification Dates set forth below, each year TCA shall periodically furnish to the Landscape Director a schedule of proposed student related activities for the following time periods (the "Trimesters"):

Notification Date

Time Period

July 1

Fall August 20 - December 31

December 1

Spring January 1 - May 31

April 1

Summer June 1 - August 19

Within fifteen (15) days of receipt of TCA's schedule, the Landscape Director shall deliver to TCA the joint TCA/Addison schedule for the coming time period which shall allow TCA preferential use of the Property pursuant to its request for time not to exceed two hundred twenty (220) hours per fiscal year from August 20 through August 19 of the following year. Such schedules shall show the hours, dates and events to take place. This proposed TCA schedule shall include all activities which would affect the use or maintenance of the Property including, without limitation, use by TCA on Friday nights for home football games, weekend athletic meets, athletic summer camps, and similar activities. TCA shall share usage of facilities with Addison on dates when both TCA and Addison desire use of the Property after Normal School Hours unless Addison's use would materially interfere with TCA's use. In the event TCA should subsequently require additional use of the Property other than as indicated on its submitted schedule, it shall notify Addison of its need in writing at least twenty (20) days prior to such requested event. Addison agrees to make every effort to accommodate TCA in such usage and as to any usage requested by TCA for a Trimester in excess of the annual two hundred twenty (220) hours of TCA usage described above, Addison agrees to allow such usage unless it has previously scheduled organized activities at the requested time and such activities cannot feasibly be rescheduled.

D. Program Director. A program director shall be hired by Addison to coordinate summer activities on the Property. The Program Director shall be selected by Addison and shall be its employee, but all costs and expenses of the Program Director shall be paid for by Addison. All other personnel utilized by Addison in respect of its usage of the Property shall be employed by Addison. No employee of Addison who has been convicted of a



felony involving moral turpitude shall be assigned to the Property. In the event such employee is assigned to the Property and is not removed as soon as the felony conviction is known by Addison, Addison shall pay TCA liquidated damages of \$2,000 per day for each day that such employee is assigned to the Property after such felony conviction is known to Addison.

E. Parking Usage. Both TCA and Addison shall be entitled to joint use of parking areas on the Property with Addison on a first-come first-served basis during the time the Property is used by Addison.

4. Coordination of Maintenance. Maintenance activities on the Property shall be allocated between Addison and TCA and coordinated as set forth below.

A. Obligation of Addison. Addison shall maintain all outside joint use areas of the Property in good working order and appearance, clear of debris, and exhibiting only normal and reasonable wear and tear, but shall have no responsibility for those areas in the maintenance facility which are designated for TCA's exclusive use. Addison shall use its reasonable efforts to service the Property during its normal business hours of 7:00 a.m. to 5:00 p.m. Addison shall, however, have the right to enter the Property during the hours of use reserved by TCA as described above for purposes of maintenance and repair. The general responsibilities for maintenance contemplated by the parties hereto are set forth on "Exhibit B -- Maintenance Responsibilities" attached hereto and made a part hereof, provided that the parties may by mutual consent agree to such other maintenance procedures as are mutually acceptable.

B. Scheduling. The Landscape Director shall furnish a maintenance schedule to the Business Manager indicating hours necessary for routine maintenance which shall be performed either by Addison or by an independent contractor of Addison. The Landscape Director shall notify TCA of any special maintenance requirements so that TCA will be aware of any potential times when the areas may not be used because of said maintenance. Addison shall use its best efforts to schedule maintenance activities so as not to unreasonably interfere with TCA's school activities.

C. Custodial and Building Maintenance Services. TCA shall provide all custodial and building maintenance services for the field house, for all the area of the maintenance facility designated to be used solely by TCA, for the recreation office area and that area of the maintenance facility designated to be used solely or jointly by Addison, in addition to any joint storage areas. For purposes of this section, "custodial services" shall include clean-up, trash removal and light bulb replacement

and any other miscellaneous upkeep. Building maintenance shall include all normal and reasonable building related repairs including but not limited to heating and air conditioning, plumbing, electrical and roofing of the building.

D. Notification for Repairs and Maintenance. TCA may notify Addison in writing of the need for repair or maintenance to the Property, including the joint use areas, and Addison agrees to effect such repair or maintenance within a reasonable time. Any such notification shall be brought to the attention of the Landscape Director by use of a written Work Order Request. All Work Order Requests shall be submitted to the Landscape Director on forms to be provided by the Landscape Director. All Work Order Requests shall state the type of repair or maintenance necessary, the area of repair or maintenance and the condition of the Property which needs repair, along with the individual or individuals who observe the need for such repair or maintenance. In the event the repair or maintenance is of such a character that immediate attention is needed, in order to prevent hazard to the health or safety of the users of the Property, the Business Director shall immediately telephone the Landscape Director of the need for immediate repair or maintenance and then forward a written Work Order Request as soon as practical thereafter. If any repair or maintenance requests made by TCA hereunder are not commenced within twenty (20) days after Addison's receipt of a written Work Order Request, TCA may, but shall not be required to, make such repairs and perform such maintenance, and Addison shall pay to TCA upon written demand, all of its costs incurred in connection with such repair or maintenance. It is further the intention of the parties hereto that all items of equipment or other improvements located on the Property and use by Permitted Users shall be repaired or replaced, as set forth more particularly in the Lease Agreement. Notwithstanding the foregoing, nothing contained in this paragraph shall require TCA to report a need for repairs or maintenance and Addison shall periodically review the Property independently to determine its need for repairs or maintenance. Addison shall notify TCA of the need for repair or maintenance on the Property. If any repair or maintenance requests made by Addison hereunder are not commenced within twenty (20) days after TCA's receipt of a written Work Order Request, Addison may, but shall not be required to, make such repairs and perform such maintenance, and TCA shall pay to Addison upon written demand, all of its costs incurred in connection with such repair or maintenance.

E. Trash. TCA and Addison will determine the necessary number of trash dumpsters and their location throughout the Property. TCA shall enter into a contract with a sanitation collection firm for the disposal of the trash which shall be deposited in the trash dumpsters. Each party shall be responsible



for paying their pro rata share of expenses associated therewith. Addison shall provide trash receptacles and place them throughout the Property. Addison shall also be responsible for removing the accumulated trash from the receptacles and placing the trash in the dumpsters located on the Property no later than 8:00 a.m. prior to the beginning of TCA's school day.

5. Utilities. Except as otherwise agreed to by the parties hereto, Addison, at its sole cost and expense, shall provide all normal utility service connections to the outside areas of the Property. Addison shall pay the cost of connection charges, all electric lights, lamps or tubes and all charges for gas, water and electricity which is related to the outside use of the Property. TCA shall be responsible for all utilities which relate to the inside use of the Property.

6. Equipment. The portion of the maintenance facility which is jointly used by Addison and TCA for storage shall be accessible to both Addison and TCA for the storage of temporary goal posts, line marking equipment and all other recreational equipment incidental to the use of the Property. It is agreed that Addison and TCA shall jointly use said goal posts, line marking equipment and all incidental recreational equipment to avoid each party having to purchase separate equipment. All recreational equipment shall promptly be returned to the joint storage area by the party using such equipment. All damage to such equipment shall be repaired by and at the cost of Addison as set forth elsewhere herein, unless such damage is caused by TCA's direct usage. In addition, the maintenance facility shall be used by Addison for the storage of lawnmowers, chemicals, sprinklers, and all other equipment that is necessary for the maintenance of such Property. TCA shall use the maintenance facility for storage of any items which are incidental to the operation of the school.

7. Security. Addison shall furnish a perimeter fence, the character and type of which shall be approved by both parties, for the Property. Addison shall lock the fence gates immediately after its hours of supervised operation. The gates will have locks for which both parties shall have keys to have access 24 hours a day. Addison shall place signs at the entrances which shall indicate the hours of operation by Addison and the hours of operation by TCA. If requested by TCA and reasonably necessary, Addison shall provide increased security lighting and police protection for the area of the Property.

8. Miscellaneous. This Joint Use Agreement shall be interpreted in accordance with the following provisions.

A. Waiver of Immunity. Nothing herein shall be deemed in any manner to constitute a waiver of any immunity or affirmative defense which may be asserted by TCA or Addison pursuant to law. Nor shall this Agreement be in any manner construed to create a cause of action for the benefit of person not a party to this Joint Use Agreement not otherwise existing at law.

B. Local Laws. Subject to applicable laws, this Joint Use Agreement is entered into subject to the provisions of all applicable federal, state and local laws or ordinances and the requirements of any and all governmental regulatory agencies having jurisdiction over the Property. In the event, however, that any provision set forth herein becomes unenforceable or is amended by operation of law, ordinance, or any other rule or regulation promulgated by Addison, this Agreement shall be terminable at the option of TCA as set forth in the Lease Agreement.

C. Successors and Assigns. This Joint Use Agreement and the terms and provisions hereof shall bind and inure to the benefit of the parties hereto and their respective successors and assigns whenever this Joint Use Agreement so requires or admits.

D. Amendment. The parties acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties, except as are expressed herein, and that no amendment or modification of this Joint Use Agreement shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Joint Use Agreement.

E. Invalidity. In the event any covenant, condition, section, phrase, clause or provision herein contained is held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity of any such covenant, condition, section, phrase, clause or provision shall in no way affect any other covenant, condition, section, phrase, clause or provision herein contained, provided the invalidity of any such covenant, condition, section, phrase, clause or provision does not materially prejudice either TCA or Addison in its respective rights and obligations contained in the valid covenants, conditions, sections, phrases, clauses and provisions of this Joint Use Agreement.

F. Total Agreement. This Joint Use Agreement, together with all exhibits attached hereto, and the Lease Agreement shall constitute the entire agreements between the parties hereto and all other representatives of statements heretofore made, verbal or written, are merged herein.

G. Legal Action. In the event that either party to this Joint Use Agreement commences any legal action or proceeding, including but not limited to, actions for declaratory relief or specific performance, against the other by reason of the alleged failure of the other to perform or keep any term, covenant or condition of this Joint Use Agreement or the Lease Agreement to be performed or kept, the party prevailing in the action or proceeding shall be entitled to recover, in addition to its court



costs, a reasonable attorneys' fee to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if any. The courts will determine who is the prevailing party, whether or not the suit proceeds to final judgment. However, if an action is voluntarily dismissed, or dismissed pursuant to a settlement of the case, neither party will be entitled to recover the attorneys' fees.

H. Counterparts. This Joint Use Agreement and all other copies of this Agreement insofar as they relate to the rights, duties and remedies of the parties, shall be deemed to be one agreement. This Joint Use Agreement may be executed can currently in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I. Remedies. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use of any other remedy. The rights and remedies provided in this Agreement are given in addition to any other rights the parties may have by laws statute, ordinance or otherwise.

J. Notice. Except as otherwise provided herein, any notice, request, demand, instruction or other communication to be given to either party hereunder must be in writing and shall be deemed to be delivered upon receipt, if hand delivered, or upon deposit in an official depository under the regular care and custody of the United States mail, and sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Addison:      Town of Addison  
                            Attn: City Manager  
                            P.O. Box 144  
                            Addison, Texas 75001

If to TCA:            Trinity Christian Academy  
                            Attn: Headmaster  
                            17001 Addison Road  
                            Addison, Texas 75248

With copies to:     Trinity Christian Academy  
                            Attn: Business Manager  
                            17001 Addison Road  
                            Addison, Texas 75248

Trinity Christian Academy  
Attn: Chairman, Board of Trustees  
17001 Addison Road  
Addison, Texas 75248

With copies to: Raymond J. Martin, Jr., Esquire  
(cont'd) Johnson & Swanson  
2200 One Galleria Tower  
13355 Noel Road  
Dallas, Texas 75240

EXECUTED this the 1<sup>ST</sup> day of July, 1986, as approved by the  
Town Council of the Town of Addison.

TOWN OF ADDISON

ATTEST:

Jacque Kruse  
Town Secretary

By:

[Signature]  
Mayor

TRINITY CHRISTIAN ACADEMY, INC.

By:

[Signature]  
Chairman, Board of Trustees

STATE OF TEXAS §  
COUNTY OF DALLAS §

This instrument was acknowledged before me on July 2, 1986  
by Jerry Redding, as Mayor and on behalf of the Town of  
Addison.

[Signature]  
Notary Public  
My Commission Expires: 4-30-90

STATE OF TEXAS §  
COUNTY OF DALLAS §

This instrument was acknowledged before me on June 18<sup>th</sup>, 1986  
by Daniel W. Thor, Chairman of the Board of Trustees of  
Trinity Christian Academy, Inc., a Texas corporation, on behalf of said  
corporation.

[Signature]  
Notary Public  
My Commission Expires: 9/25/89



RHONDA S. BRITTAIN  
Notary Public in and for the  
State of Texas  
My Commission Expires 9/25/89



EXHIBIT "A"  
TO  
JOINT USE AGREEMENT

Limited Use Areas

Items:

1. The Football Field shall not be used for league or other organized games of any nature.

2. The infield of the Baseball Field is to be used only as a regulation size (90' bases) Baseball Field from August 1 through May 1 of each year. (This does not apply if the infield is converted to artificial surface.)

3. The following areas are to be used by Addison only after receiving written permission from TCA as indicated:

- |    |                      |                                    |
|----|----------------------|------------------------------------|
| a. | Weight Room          | Through written permission by the  |
|    | Dressing Rooms       | Athletic Director and monitored    |
|    | Coaches' Office      | by TCA personnel                   |
|    | Athletic Director's  |                                    |
|    | Office               |                                    |
|    | Stadium Stands       |                                    |
|    |                      |                                    |
| b. | TCA's portion of the | Through written permission by the  |
|    | maintenance area     | Maintenance Director and monitored |
|    |                      | by TCA personnel                   |

4. The Addison Recreation Office is limited to use by Addison unless a written request by TCA is consented to by Addison.

EXHIBIT "B"  
TO  
JOINT USE AGREEMENT

Maintenance Responsibilities

ITEMS:

1. Addison will:

a. Pay for the maintenance of all grass fields on a regular schedule approved by TCA. This includes but is not limited to mowing, fertilization, weed control and turf building (sanding).

b. Pay for the installation of a separate landscape water meter and irrigation lines for all areas covered by the Joint Use Agreement and for costs incurred in watering all grass fields. Addison may incorporate existing irrigation lines into its system.

c. Pay for the installation of a separate electric meter and all related electricity used for lighting the tennis courts, track and playing fields.

d. Pay for costs to sweep, clean and otherwise have all outside facilities well kept at the end of each day's use.

2. TCA will:

a. Pay for all costs of H/V/AC and lights for the Field House.

b. Be responsible for the supervision of the set-up and preparation of all fields prior to an athletic contest.

c. Assume the normal maintenance responsibilities of the Joint Use areas not specifically designated in Item I, provided that the cost of same shall be fairly allocated to the using party.

d. Pay for the related costs of water and sanitary sewer usage for the Field House.



## Non-Profit Request for FY 2005/06

AGENCY		FY 2002/03 Funding	FY 2003/04 Funding	FY 2004/05 Funding	FY 2005/06 Request
<b>GENERAL FUND:</b>					
Communities in Schools		\$40,000	\$40,000	\$40,000	\$40,000
H.O.P.E		\$5,000	\$5,000	\$0	\$0
Metrocrest Chamber		\$9,000	\$9,000	\$9,000	\$10,000
Metrocrest Family Medical Clinic		\$0	\$0	\$0	\$2,000
Metrocrest Social Services		\$15,000	\$15,000	\$15,000	\$20,000
Senior Adult Services		\$15,000	\$15,000	\$15,000	\$15,000
Special Care & Career Services		\$5,000	\$5,000	\$5,000	\$5,000
The Family Place		\$5,000	\$5,000	\$5,000	\$10,000
<b>SUBTOTAL</b>		<b>\$94,000</b>	<b>\$94,000</b>	<b>\$89,000</b>	<b>\$102,000</b>
<b>HOTEL FUND:</b>					
Dance Council		\$6,600	\$6,600	\$6,600	\$6,600
Repertory Company Theatre		\$8,700	\$5,000	\$0	\$3,500
Texas Chamber Orchestra		\$15,000	\$30,000	\$30,000	\$30,000
WaterTower Theatre		\$380,000	\$380,000	\$380,000	\$390,000
<b>SUBTOTAL</b>		<b>\$410,300</b>	<b>\$421,600</b>	<b>\$416,600</b>	<b>\$430,100</b>

## **Council Agenda Item: #WS3**

**There are no attachments for this item.**



## OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

June 28, 2005 – Work Session  
6:30 p.m. – Council Chambers  
5300 Belt Line Road

Present: Mayor Chow, Councilmembers Braun, Hirsch, Kraft, Mallory, Mellow,  
Niemann

Absent: None

Item #WS1 – Discussion of Process and Goal for Council Worksessions.

Item #WS2 – Discussion on updating the Town's Comprehensive Plan.

No action was taken on any of the work session items.

There being no further business before the Council, the meeting was adjourned.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Secretary

**OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL**

June 28, 2005  
7:30 p.m. - Council Chambers  
5300 Belt Line Road

Present: Mayor Chow, Councilmembers Braun, Hirsch, Kraft, Mallory, Mellow,  
Niemann

Absent: None

Item #R1 - Consideration of Old Business.

The following employees were introduced to the Council: Judy Florence (Athletic Club), Chris Nabors (Public Works), Julia Wheeler (Police).

Item #R2 - Consent Agenda.

Item #2a was considered separately.

#2b – Consideration and approval of a Resolution to award bid to Jim Bowman Construction Co., L.P., in the amount of \$77,971.00 for the Sampling Manhole Construction Project.

Councilmember Mallory moved to duly pass Resolution #R05-059 to award bid to Jim Bowman Construction Co., L.P., in the amount of \$77,971.00 for the Sampling Manhole Construction Project. Councilmember Braun seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow, Niemann  
Voting Nay: None  
Absent: None

#2a – Approval of the Minutes for the June 14, 2005 and June 25, 2005 Council Meetings.

Councilmember Niemann moved to duly approve the Minutes for the June 14, 2005 and June 25, 2005 Council Meetings subject to corrections. Councilmember Braun seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow, Niemann  
Voting Nay: None  
Absent: None

Item #R3 - **PUBLIC HEARING** and consideration of an Ordinance approving an amendment to an existing Planned Development District (Ordinance No. 002-001) in order to approve revised development plans for a condominium



development of 80 units, located on Lot 1A, Village on the Parkway Shopping Center, 5100 Belt Line Road, on application from Redwood Residential, represented by Mr. Luke Crosland.

Mayor Chow opened the meeting as a public hearing. There were no questions or comments. Mayor Chow closed the meeting as a public hearing.

Councilmember Mallory moved to duly pass Ordinance No. 005-024 approving an amendment to an existing Planned Development District (Ordinance No. 002-001) in order to approve revised development plans for a condominium development, located on Lot 1A, Village on the Parkway Shopping Center, 5100 Belt Line Road, on application from Redwood Residential, subject to the following conditions:

- The applicant must submit additional detail as to the construction of the screening of the parking garage, and should revise the plans to provide better screening for the large openings in the garage face.
- The application must file complete landscaping and irrigation plans prior to the issuance of a building permit.
- Ordinance to reflect that development will have "approximately 80 units."

Councilmember Niemann seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow, Niemann  
Voting Nay: None  
Absent: None

Item #R4 – PUBLIC HEARING and consideration of an Ordinance approving an amendment to an existing Special Use Permit for a restaurant, and approval of an amendment to an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, located at 5000 Belt Line Road, Suite 785 (Addison Walk), on application from Kenny's Wood Fired Grill, represented by Mr. Cliff Maillet of The Design Authority, LLC.

Mayor Chow opened the meeting as a public hearing. There were no questions or comments. Mayor Chow closed the meeting as a public hearing.

Councilmember Niemann moved to duly pass Ordinance No. 005-025 approving an amendment to an existing Special Use Permit for a restaurant, and approval of an amendment to an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, located at 5000 Belt Line Road,

Suite 785 (Addison Walk), on application from Kenny's Wood Fired Grill, subject to the following conditions:

- The applicant shall not use any terms, including the term "bar", "tavern", or graphic depictions that denote alcoholic beverages in exterior signs.

Councilmember Mallory seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow, Niemann  
Voting Nay: None  
Absent: None

Item #R5 – **PUBLIC HEARING** and consideration of an Ordinance approving an amendment to an existing Special Use Permit for a restaurant, and an amendment to an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, located at 4930 Belt Line Road, Suite 190, on application from Go Fish Restaurants, represented by Mr. Bradley Banfield.

Mayor Chow opened the meeting as a public hearing. There were no questions or comments. Mayor Chow closed the meeting as a public hearing.

Councilmember Kraft moved to duly pass Ordinance No. 005-026 approving an amendment to an existing Special Use Permit for a restaurant, and an amendment to an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, located at 4930 Belt Line Road, suite 190, on application from Go Fish Restaurants, subject to the following conditions:

- The irrigation controllers for this center will need to be inspected to ensure the rain and freeze sensors are operable before issuance of a Certificate of Occupancy.

- The applicant shall not use any terms, including the term "bar", "tavern" or graphic depictions that denote alcoholic beverages in exterior signs.

Councilmember Braun seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow, Niemann  
Voting Nay: None  
Absent: None

Item #R6 – Consideration and approval of an Ordinance granting two meritorious exceptions to Sec. 62-163, Area of the Sign Ordinance, for Café Japon and Boba Tea located at 4933 Belt Line Road.



Councilmember Mallory moved to duly pass Ordinance No. 005-027 granting two meritorious exceptions to Sec. 62-163, Area of the Sign Ordinance, for Café Japon and Boba Tea located at 4933 Belt Line Road. Councilmember Braun seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow, Niemann  
Voting Nay: None  
Absent: None

Item #R7 – Consider appointment of Nancy Cline to the Board of Directors to the North Dallas County Water Supply Corporation.

Councilmember Niemann moved to duly appoint Nancy Cline to the Board of Directors to the North Dallas County Water Supply Corporation. Councilmember Braun seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow, Niemann  
Voting Nay: None  
Absent: None

Item #R8 – Consideration and approval of a Resolution authorizing the City Manager to enter into a contract with Dallas Pump Service & Supply Co., in the amount of \$73,817.10 for the purchase and installation of a Fuel Management and Underground Storage Tank (UST) Monitoring System for the Town of Addison Service Center and Central Fire Station facilities.

Councilmember Mallory moved to duly pass Resolution R05-060 authorizing the City Manager to enter into a contract with Dallas Pump Service & Supply Co., in the amount of \$73, 817.10 for the purchase and installation of a Fuel Management and Underground Storage Tank (UST) Monitoring System for the town of Addison Service Center and Central Fire Station facilities. Councilmember Niemann seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow, Niemann  
Voting Nay: None  
Absent: None

There being no further business before the Council, the meeting was adjourned.

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Mayor

Attest:

\_\_\_\_\_  
City Secretary



**Council Agenda Item: #R3**

**SUMMARY:**

For the City Council to acknowledge the “Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award for the fiscal year beginning October 1, 2004.”

**FINANCIAL IMPACT:**

There is no financial impact associated with this recognition.

**BACKGROUND:**

The Government Finance Officers Association (GFOA) created a Distinguished Budget Presentation Award in 1984 to encourage governments to prepare budget documents of the highest quality to meet the needs of decision-makers and citizens.

In order to receive this award, a governmental unit must publish a budget document that meets program criteria as a policy document, as an operations guide, as a financial plan and as a communications device.

The Town of Addison has received the Distinguished Budget Presentation Award every year since 1987 and has received notice that the annual budget for the Fiscal Year beginning October 1, 2004 has also received this distinction.



Government Finance Officers Association  
203 North LaSalle Street, Suite 2700  
Chicago, Illinois 60601-1210  
312.977.9700 fax: 312.977.4806

#R3-2

April 14, 2005

**PRESS RELEASE**

For Further Information Contact  
Stephen J. Gauthier (312) 977-9700

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Chicago--The Government Finance Officers Association of the United States and Canada (GFOA) is pleased to announce that **Town of Addison, Texas** has received the GFOA's Distinguished Budget Presentation Award for its budget.

The award represents a significant achievement by the entity. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the entity had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as:

- a policy document
- a financial plan
- an operations guide
- a communications device

Budget documents must be rated "proficient" in all four categories to receive the award.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual or department designated as being primarily responsible for its having achieved the award. This has been presented to **Randolph C. Moravec, Director of Finance**.

Since the inception of the GFOA's Distinguished Budget Presentation Awards Program in 1984, approximately 900 entities have received the Award. Award recipients have pioneered efforts to improve the quality of budgeting and provide an excellent example for other governments throughout North America.

The Government Finance Officers Association is a nonprofit professional association serving 14,000 government finance professionals throughout North America. The GFOA's Distinguished Budget Presentation Awards Program is the only national awards program in governmental budgeting.



## **Council Agenda Item: #R5**

**DEPARTMENT:** Development Services

**SUMMARY:**

Staff recommends the City Council authorize the City Manager to enter into an agreement with Townscape, Inc. in the amount of \$37,378.00, plus expenses, for the preparation of revisions to the Town's Comprehensive Plan, and Strategies, Policies, and form-based codes for the Belt Line Corridor.

**FINANCIAL IMPACT:**

Professional fee not to exceed \$37,378.00. Expenses are estimated to run less than \$3,000.00, and will be billed at cost.

Item was not budgeted; however, funds are available in the bond funds dedicated to the reinvention of Belt Line Road. This contract is for only the Belt Line Road portion of the Comprehensive Plan revisions. The remaining work on the Comprehensive Plan will be handled under a separate agreement and funded with either a budget adjustment, or as an item in the 2005-2006 budget. The staff wants to get started on the Belt Line Road work as soon as possible; therefore, it decided to break it out separately.

**BACKGROUND:** On June 28<sup>th</sup>, the staff talked to the Council about the possibility of hiring a planning consultant to work on amending the Town's Comprehensive Plan. The Town's plan was last amended in 1991. Comprehensive Plans in most cities are amended every five to ten years. The staff feels that the Addison's plan no longer reflects the Town's current condition, or its goals for the future. The staff feels that most of the revisions of the plan will entail setting forth the ideas for the reinvention of Belt Line Road that the staff has been working on with RTKL and Leland Consulting. The ideas for changing the street lay-outs, massing of buildings, landscaping, and land uses along Belt Line Road need a "policy vehicle." That vehicle would communicate the Town's goals, design requirements, and possible development incentives to developers, lenders, and the general public.

Staff feels that Dennis Wilson of Townscape, Inc. is the best-qualified consultant to lead this effort. Mr. Wilson has extensive experience in amending Comprehensive plans, and more importantly, has prepared several "form-based

codes.” A form-based code is a code similar to the UC zoning district that was created for Addison Circle. It gives developers more direction as to what a product should look like than what it is used for. It is also more conducive to developing mixed-use facilities and layering uses within the same structure. A copy of the form-based code that Mr. Wilson developed for the City of Carrollton’s Transit Center District is attached as an example.

Mr. Wilson’s proposal contains a scope of services that outlines the process for amending the Plan and adopting the Code. Staff anticipates the work can be completed within six months.

**RECOMMENDATION:**

Staff recommends the City Council authorize the City Manager to enter into an agreement with Townscape, Inc. in the amount of \$37,378.00, plus expenses, for the preparation of revisions to the Town’s Comprehensive Plan, and Strategies, Policies, and form-based codes for the Belt Line Corridor.



## **ARTICLE XX. (TC) TRANSIT CENTER DISTRICT REGULATIONS**

*(Entire Article Established by Ord. No. 2965 on 04/19/05 and Replaces the [ODC] Old Downtown Commercial District)*

### **SECTION A. PURPOSE, GOALS AND INTENT.**

1. The purpose of the Transit Center District is to implement the adopted recommendations of the Comprehensive Plan by encouraging new development and redevelopment near the DART Light Rail Stations.
2. The goals of this code are:
  - a. To capitalize on the convergence of regional transit, freeways and arterial roadways to create major urban and village centers in the Dallas / Fort Worth region that offer a variety of housing, retail and office uses not commonly present in other areas of the Metroplex.
  - b. To provide development and land use flexibility within the framework of a form-based development code.
  - c. To provide a mix of residential, retail and office uses in a pedestrian-friendly district.
3. The intent of this Code is
  - a. To provide a comfortable and attractive environment for pedestrians which include such things as buildings framing public space, street trees, lighting and awnings that will attract pedestrians.
  - b. To construct buildings close to the sidewalk and street.
  - c. To construct continuous building frontage along block faces except where it is desirable to provide for pedestrian and auto pass-throughs to parking at mid block.
  - d. To provide shared parking both on-street and in the center of blocks that will benefit the entire district.
  - e. To contribute to the definition and use of public parks and plazas.
  - f. To design streets and buildings which will contribute to creating a safe environment.
  - g. To build on the character reflected in Downtown Carrollton.

### **SECTION B. DEFINITIONS.**

For the purpose of this Article the definitions for the Transit Center Zoning District are as follows:

1. Alternative Standard, Major. A significant change to both the standards and intent of this Code and involves Planning and Zoning Commission and City Council approval.

2. Alternative Standard, Minor. A minor change to the standards, but not the intent of this Code and involves staff approval.
3. Building Façade, Primary. Any façade that faces a public street or open space.
4. City General Design Standards. The approved City standards which govern such items as street, streetscape, drainage, signage and other public improvements.
5. Entry, Primary. The main entry to a building on a block face. There must be at least one main building entry for each ground floor use, tenant or lobby on each block face which contains the use or tenant. Any additional building entries may be considered a Secondary Entry.
6. Historic Core. A Sub-District which addresses Carrollton's historic Downtown center.
7. Landmark Buildings. Buildings which are located on axis with a terminating street or at the intersection of streets. Such buildings shall incorporate architectural features which address height and articulation that emphasize the importance of such a location.
8. Parking, Long Term. Customer or tenant parking which is intended for the primary use of vehicles parked for duration of four hours or more and neither priced nor managed to encourage turnover.
9. Parking, Reserved. Parking which is assigned or reserved for tenants or visitors of a building or business.
10. Parking, Shared. Parking which is shared by tenants, visitors and the general public. Fees and hours of availability may be further defined in cooperation with parking management district policies.
11. Parking, Short Term. Customer or tenant parking which is intended to serve commercial businesses or residential uses that has a regular turnover.
12. Story. That portion of a building, other than a basement, included between the surface of any floor and the surface of the floor next above it, or if there is no floor above it, then the space between the floor and the ceiling above the floor of such Story. This includes any mezzanine or loft which may comprise only a portion of a full floor plate.
13. Urban Core. The most intense mixed-use sub-district established by this Code.
14. Urban Center. The second most intense mixed-use sub-district established by this Code.
15. Urban Fringe. A moderately intense primarily residential sub-district which provides a transition between the more intense mixed use sub-districts and adjacent low density neighborhoods.
16. Zoning and Regulating Map. The graphic plan established in an ordinance which applies the Transit Center District to a particular area around a transit station, and which governs the assignment of districts, as defined herein, and the street-type which shall be used, among other items.



LANDMARK BUILDING EXAMPLE AT  
HIGHLAND PARK VILLAGE



**SECTION C. GENERAL DISTRICT STANDARDS.****1. Zoning & Regulating Map**

A Zoning and Regulating Map, as depicted in Exhibits A and B, is the coding key for application of this district's provisions to properties, and shall be considered part of this Code. It establishes such things as:

- a. Major street types within the district;
- b. Sub-district areas;
- c. Required at-grade retail construction;
- d. Public open space and plazas; and
- e. Regional hike and bike corridors.

**2. Sub-Districts Created**

Four sub-districts are hereby created and available for use within the Transit Center District:

- a. Urban Core. This is the most intense district, and includes a mix of residential, retail, office and entertainment uses. It is intended for use where there is a very high degree of accessibility and availability of infrastructure. It is intended to be separated from low density suburban residential districts by the Urban Center and Urban Fringe sub-districts or other more traditionally transitional zoning districts.
- b. Urban Center. This is a high intensity mixed use district. It is intended for use where there is a high level of access and infrastructure. It is not intended to be located adjacent to low density residential districts.
- c. Urban Fringe. This is an urban transition district which is residential in character, with townhouse-style front door entries to all at-grade units which face a public street or open space.
- d. Historic Core. This mixed use district is intended to be utilized where there is an historic character which is to be preserved or enhanced.

**3. Function, Land Use and Building Type**

Retail, Personal Service, Residential and Office uses shall be allowed throughout the District, except that where "Required Retail Construction" is designated on the Zoning and Regulating Map. The ground floor adjacent to the street shall be constructed to retail building standards for a depth of at least 30 feet.

For a specific list of permitted uses, see Section I. TRANSIT CENTER LAND USES

**4. Streetscape and Landscape**

- a. Streetscape standards are established in the City's *General Design Standards* for both residential and non-residential ground-level frontages.

- b. Non-Residential ground floor frontages shall not be required to provide additional landscaping beyond that required in the *City General Design Standards*.
  - c. Additionally, residential ground floor frontages shall be required to landscape a minimum of six (6) feet between the edge of sidewalk and the primary building façade, excluding access sidewalks, stairs, stoops, porches and patios. This area may be landscaped with ground cover, low shrubs, ornamental trees and street trees. In addition, street tree wells may also be landscaped. Landscaping for this area is limited to ground cover and low shrubs.
5. Building Height, Building Setbacks and Pedestrian Walkways

## SUB-DISTRICT STANDARDS

STANDARD	URBAN CORE	URBAN CENTER	URBAN FRINGE	HISTORIC CORE
<b>Building Height</b> <sup>4</sup>	Max Unlimited Min. 4 Stories	Max 6 stories <sup>1</sup> Min. 2 Stories	Max 4 stories <sup>1</sup> Min. 2 Stories	Max 3 stories Min. 2 Stories
<b>Building Setbacks</b> <sup>2</sup>	25 (min)- 30 (max) feet	23 (min)- 28 (max) feet	21 (min)- 26 (max) feet	Existing Setback
<b>Pedestrian Walkway Width (clear)</b> <sup>3</sup> :				
Non-Residential	12 feet	10 feet	6 feet	6 feet
Residential <sup>5</sup>	10 feet	8 feet	6 feet <sup>6</sup>	6 feet

**Notes:** <sup>1</sup> Maximum height of 2 stories when the building is within 200 feet of single-family zoned property.

<sup>2</sup> Refers to dominant use established on the ground floor.

<sup>3</sup> Setbacks are measured from the “back of curb” of the planned street as set out in the approved Zoning and Regulating Map for the district. The setback range is established for the *Primary Façade*.

<sup>4</sup> Increased height for landmark buildings may be approved as part of Site Plan approval by the City Manager or his designee.

<sup>5</sup> At least 6 feet of landscaping shall be provided adjacent to the building, where walkways are not needed for building and unit access in residential buildings with residential at grade.

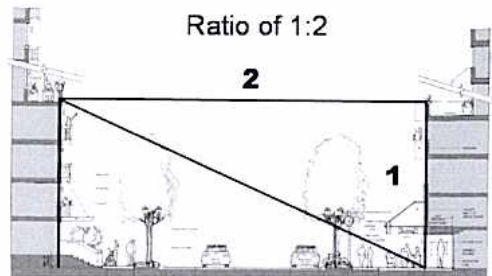
<sup>6</sup> The minimum width may be reduced as a request for a Minor Alternate Standard.



**SECTION D. BUILDINGS.****1. Intent**

It is the intent of this code to create an attractive and active urban style district and the size, disposition, function and design of buildings play an important role in achieving that goal.

- a. Buildings should form a strong continuous “street wall” to define the public street “room” by creating a ratio of between 1:2.0 and 1:3.0 between the building height and the distance between buildings.
- b. Buildings should reflect the history of the City and region in their style and materials.
- c. Buildings should directly contribute to the attractiveness, safety and function of the street and public areas.
- d. Buildings should be designed to accommodate a range of uses over time without the need to be destroyed and rebuilt.
- e. Buildings that accommodate retail at grade should emphasize the retail over the building’s architecture.
- f. Buildings should be constructed in a manner and with materials that are highly durable and will continue to look good over time, especially adjacent to public and pedestrian areas.
- g. It is intended by this code to encourage a variety of building and design solutions in response to the standards and regulations outlined herein.



RETAIL SHOULD BE EMPHASIZED WHERE IT IS PRESENT

**2. Block Face**

It is intended that building walls should be continuous along block faces to create a strong edge to the street and contribute to creating an attractive and active pedestrian environment. Contributing to that goal however, is to allow some limited variation and opportunities for such things as outside dining, pocket parks and special building entry features.

- a. Block faces shall contain continuous building frontage with the exception of a mid-block access to parking which is no greater than 24 feet in width and 16 feet in height, unless an additional width or height is required by the City Manager or his designee. Any development which does not provide continuous frontage shall require approval of a Specific Use Permit.



“Continuous building frontage” will be considered to be met if 80% or more of the primary building façade is located within the building setback requirement. However, administrative approval of an Alternative Standard will permit 70%, provided that the reduction results in an attractive outdoor dining area, building entry feature or other amenity which contributes to the streetscape. A greater reduction shall require approval of a *Major Alternative Standard*.



OUTDOOR DINING EXAMPLE

- b. Facades shall be built parallel to the street frontage, except at street intersections, where a façade containing a primary building entrance may be curved or angled toward the intersection.

### 3. Setbacks

- a. Building setbacks shall be measured from the planned street back of curb, as established on the approved Zoning and Regulating Map for the district. The entire area between the back of curb and the primary building façade shall be dedicated as public right-of-way or have a public easement placed on it.
- b. Exterior steps, stoops, balconies, awnings, chimneys, and bay windows may encroach into the setback by approval of Minor Alternate Standards.
- c. Awnings may encroach above the public sidewalk without limit, provided it is a minimum of 7.5 feet above grade.

### 4. Building Form

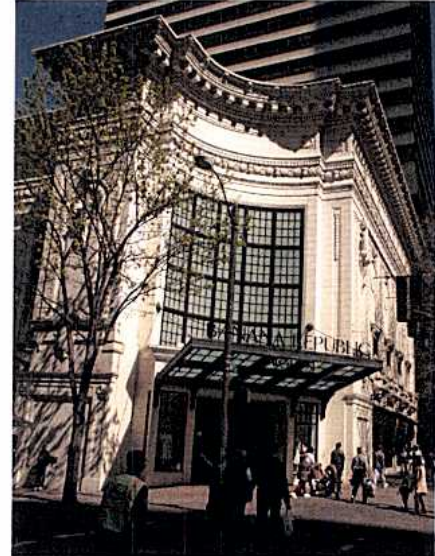
- a. The maximum leasable retail area allowed shall be 30,000 square feet. Buildings which exceed these standards shall require approval of a Specific Use Permit.
- b. All buildings shall be designed and constructed in tri-partite architecture so that they have a distinct base, middle and top; and all windows shall have a vertical proportion.



TRI-PARTITE ARCHITECTURE: BUILDINGS WITH A “BASE”, “MIDDLE” AND “TOP”



- c. A building which is located on axis with a terminating street or at the intersection of streets shall be considered a *Landmark Building*. The building shall be designed with landmark features which take advantage of that location, such as an accentuated entry and a unique building articulation which is off-set from the front wall planes and goes above the main building eave or parapet line.



LANDMARK FEATURE ON THIS BUILDING CORNER.  
SEATTLE

#### 5. Architectural Features

- a. Buildings which are greater than four (4) stories in height must be set back at the 5<sup>th</sup> floor and above at least 12 feet behind the building face of the first four (4) floors along street frontages.
- b. Windows, except for retail at grade, shall be vertical in proportion and have at least a four (4) inch reveal.
- c. No glass curtain wall shall be permitted except by approval of Minor Alternate Standards.
- d. Each building and separate lease space at grade along the street edge shall have a functioning *Primary Entry* from the sidewalk. Entries must be inset from the front building plane by at least five (5) feet. Secondary Entries may be set back as little as three (3) feet. All inset entries, not including utility doors, must flare out between 45 and 60 degrees from perpendicular to the door plane. Functioning entries must be located no greater than 70 feet apart.

In the Historic Core, a three (3) foot inset for Primary Entries and zero (0) feet for Secondary Entries shall be permitted.

- 1. On small sites, the recess for a Primary Entry may be reduced to zero (0) feet if allowed by Minor Alternative Standard approval.
- 2. Corner entries may count as a Primary Entry for both intersecting street frontages.
- e. Architectural elements to the primary building façade may encroach into the required setback area up to five (5) feet. These elements may include stoops, porches, bay windows, eaves, planters and light wells for a below-grade floor. Balconies, canopies and awnings are not limited in their encroachment, provided that they do not substantially interfere with pedestrian movement and street tree growth.

#### 6. External Façade Materials

The following shall apply to all exterior walls of buildings and parking structures which are clearly visible from a public street, walkway or open space:

- a. The ground floor exterior walls, excluding windows, doors, and other openings, shall be constructed of one hundred percent (100%) brick, stone or cultured stone on the exterior facade.
- b. Overall, a minimum of eighty-five percent (85%) of said exterior walls, excluding windows, doors, and other openings, shall be constructed of brick, stone or cultured stone.
- c. The remainder may be constructed of noncombustible materials including exterior stucco and Class PB Exterior Insulating and Finishing Systems (EIFS). Stucco and EIFS shall be used only for walls, architectural features, and embellishments not subject to pedestrian contact. In the Urban Transition Sub-District, cementitious fiberboard may be used for up to 10% of the façade provided it is above the ground floor.
- d. Windows and glazing shall be limited to a minimum of thirty percent (30%) and maximum of seventy percent (70%) of each building elevation. (See subsection 9.b below for special requirements for retail at grade.) A variation of up to 15% of the minimum and maximum percentages and a variation of the material type may be approved by a Minor Alternative Standard, provided that the change will result in an improved architectural design without degrading the quality of public areas or increase the level of maintenance
- e. Unpainted metal, galvanized metal, or metal subject to ordinary rusting shall not be used as a building material. Factory finished metal elements as well as metals that develop an attractive oxidized finish, such as copper or weathering steel, may be used as architectural accents upon approval of a Minor Alternative Standard.

#### 7. Color

- a. The dominant color of all buildings (including above grade parking structures shall be shades of warm gray, red, beige and/or brown. Black and stark white shall not be used. Colors and shades similar to those which comprise the “Victorian” and Classical/Colonial” palettes published by Sherwin Williams are acceptable.

There are no restrictions on accent colors which comprise less than 0.5% of the building face, except that florescent colors are prohibited.

- b. Roof colors shall be a shade of cool gray, warm gray, brown or red.

#### 8. Residential at Grade

- a. All buildings which are constructed for residential units at grade shall include a primary front door entrance into the unit which may be accessed from the sidewalk.
- b. The entry shall be located a minimum of two (2) feet above the sidewalk elevation.
- c. Units must also include windows which provide residents a view of the street and sidewalk area.



9. Non-Residential at Grade

- a. The ground floor entry must be located at the approximate elevation of the adjacent sidewalk.
- b. Retail uses adjacent to the sidewalk at grade shall:
  1. Be constructed to meet fire code separation from any other uses constructed above, and shall have a minimum clear height of 16 feet between finished floor and the bottom of the structure above. Mezzanines within the retail space shall be allowed per building code;
  2. Have a canopy which extends at least 6 feet over the sidewalk for at least 75% of the frontage;
  3. Have clear glass windows for at least 60%, but no greater than 80%, of the ground floor façade; and
  4. These standards shall not apply to the IH-35E frontage road between Roberts Street and Hutton Branch.

**SECTION E. PARKING.**

1. Automobile Parking

a. Goals

The following are goals of the City's parking policies and this Code:

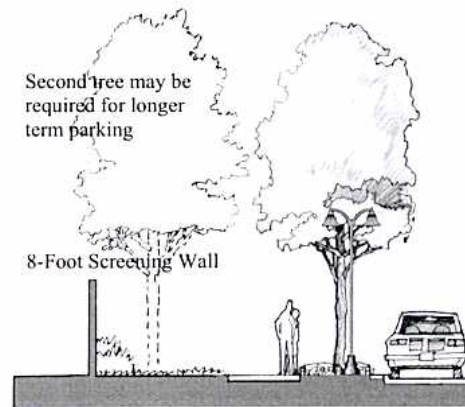
1. Support the creation of Shared Parking in order to enable visitors to park once at a convenient location and to access a variety of commercial enterprises in a pedestrian-friendly environment.
2. Manage parking so that it is convenient and efficient, and supports an active and vibrant retail environment, including the use of parking meters.
3. Ensure visibility and ease of accessibility of parking.
4. Maximize on-street parking.
5. Provide flexibility for changes in land uses which have different parking requirements within the District.
6. Provide flexibility for the redevelopment of small sites and preservation of historic buildings.
7. Avoid diffused, inefficient single-purpose reserved parking.
8. Avoid adverse parking impacts on residential neighborhoods.

9. Design parking structures so that they do not dominate the public environment by providing for conversion of the ground floor to commercial use and for lining the edge of structures with residential or commercial uses.

b. Parking Provisions and Requirements

1. General Provisions

- a. All off-street parking shall be located behind buildings which face on a street or public open space, and be accessed by alley or short driveway between buildings.
  - b. Pedestrian access shall be provided between structured parking and the public street.
  - c. With the exception of the Urban Fringe sub-district, surface parking lots shall be considered a temporary use and allowed only approval of a Specific Use Permit with a maximum of five (5) year term and annual renewals of the permit thereafter. Appropriate screening from public areas, which may include a screening wall and additional landscaping, shall be required. Landscaping of the internal surface parking area shall not be required unless it is planned to serve as long term parking. In which case, such long term surface parking areas shall meet the requirements of Article XXV, Landscape and Buffering, of the Comprehensive Zoning Ordinance. For the purpose of this sub-section, long term parking shall be determined by the City Manager or his designee and may include parking which has a likelihood of being in place for a period of 10 years or more.
  - d. Any limits on the use of shared parking, such as time limits or hours of use, shall be approved by the City Manager or his designee upon a finding that
    1. At least 12 hours of public parking are provided in any 24-hour period, and
    2. At least eight (8) of those hours are provided during either business or nighttime hours depending on the City Manager or his designee's determination that the primary public or visitor use will be for office, retail or residential.
  - e. Any other parking standards shall be in conformance with Article XXIV, Off Street & Loading, of the Comprehensive Zoning Ordinance.
2. Automobile Parking Requirements
- a. Base Parking Requirements are established in the Carrollton Zoning Ordinance; however, in the Historic Core, restaurant uses shall be calculated at the same rate as a general retail use. Such calculation is based on the gross floor area on the building.



SCREENING FOR SURFACE PARKING



b. Mixed Use Parking Reduction:

The required parking for any development with a mixture of uses may be reduced by utilizing the shared-use parking provisions provided by the City.

c. Transit-Oriented Development Parking Reduction:

1. Land uses within 1,000 feet of a rail transit station platform (as measured along a public street or walkway) shall be granted a 20% reduction in the parking requirement, except that standalone office shall be granted a 12% reduction.
2. All properties in the Historic Core shall also receive this 20% reduction regardless of the distance from the platform.
3. Land uses between 1,000 and 2,000 feet of a rail transit station shall be granted a 10% reduction in the parking requirement.
4. This reduction shall only be available at the time that rail transit is operational.

d. Further Parking Reductions:

1. Properties in the Historic Core shall receive an additional credit for the number of parking spaces which would normally be required for retail use on the ground floor of any existing or new structure. To achieve this credit however, retail or restaurant use must be located on the ground floor.
2. In all other Districts, on-street parking which is available along the frontage lines of a development site may be counted toward the parking requirement for the development.

e. A maximum of one (1) space for each 1,000 s.f. of non-residential and 1 space for each residential unit may be made available for Reserved Parking.

3. Achieving Automobile Parking

- a. The final parking requirement is a product of using the Base Requirement in the above sub-section 2.a. and utilizing the applicable reductions available in the above sub-sections 2.b. through 2.d.
- b. Parking requirements may be met on-site, curb-side, by lease from the City or its designated authority or by payment of cash-in-lieu of parking to the City or its designated authority.
- c. Due to the limited land area within the Historic Core sub-district and the need to provide off-site parking, development shall be eligible to receive a reduction in the cost for the payment to the city for the required cash fee or the lease payments. The amount and the terms of the reduction shall be determined by the City Manager or his designee by individual agreements.
- d. Parking garages which abut streets, excluding the elevated portion of Dickerson Parkway and the IH-35E frontage road between Roberts and Hutton Branch, shall be developed with a 16-foot floor to bottom-of-structure clear height on the ground level;

and all parking garages shall be constructed with flat parking decks for ease in re-use of all or portions of the structure when parking demand wanes.

- e. The City Manager or his designee shall annually establish the following:
  - 1. The leasing rates for city-provided parking spaces as a result of the need to provide such spaces for new development; and
  - 2. The cost of construction of a parking space in a parking structure for the purposes of establishing cash-in-lieu payments.
- f. Shared parking shall be clearly designated with signs and markings.
- g. Parking garages which are immediately adjacent to IH-35E and there is no intervening building, shall be treated in an architectural manner which reflects the District and shall be approved by the City Manager or designee.

## 2. Bicycle Parking

### a. Goals

Bicycle parking is required in some use categories to encourage the use of bicycles by providing safe and convenient places to park bicycles. The required number of spaces is lower for uses that do not tend to attract bicycle riders and higher for those uses that do.

### b. Required Bicycle Parking

Bicycle parking shall be provided based on at least one (1) space for each 10 automobile parking spaces required as part of the Base Parking requirement in *B.2.b.i* above.

### c. Bicycle Parking Standards

#### 1. Location

- a. Required bicycle parking must be located within 50 feet of an entrance to the building. With permission of the City Manager or his designee, bicycle parking may be located in the public right-of-way.
- b. Bicycle parking may be provided within a building, but the location must be easily accessible to bicycles.

#### 2. Covered Spaces

If covered spaces for motor vehicles are provided on-site, then 50% of the bicycle parking shall also be covered, unless otherwise approved by the City Manager or his designee.

#### 3. Signs

If the bicycle parking is not visible from the street, then a sign must be posted indicating the location of the bicycle parking facilities.

#### 4. Rack types and required areas



Bicycle racks and the area required for parking and maneuvering must meet the *City General Design Standards* or be approved by the City Manager or his designee (see below). Bicycle lockers may also be allowed as part of meeting the Bicycle parking requirement, but must be approved as to type and location.

c. Standards for Bicycle Rack Types and Dimensions

1. Rack Type

- a. Bicycle racks types and standards are established by the City Manager or his designee.
- b. Bicycle racks must hold bicycles securely, and support the frame so that so that the bicycle cannot be pushed or fall to one side in a manner that will damage the wheels or components.
- c. Bicycle racks must accommodate locking the frame and the front wheel to the rack with a standard high-security U-shaped shackle lock, if the bicyclist does not remove either wheel from the bicycle.
- d. Bicycle racks must be securely anchored.

2. Parking Space Dimensions

- a. Bicycle parking spaces must be at least 6 feet long and 2 feet wide, and in covered situations, the overhead clearance must be at least 7 feet.
- b. An aisle for bicycle maneuvering must be provided and maintained beside or between each row of bicycle parking. This aisle must be at least 5 feet wide.
- c. Each required bicycle parking space must be accessible without moving another bicycle.
- d. Areas set aside for bicycle parking must be clearly marked and reserved for bicycle parking only.

## SECTION F. STREETScape, LIGHTING AND MECHANICAL.

1. Intent

- a. It is the intent of this Code and the approved City's *General Design Standards* to provide minimum standards and consistency for improvements located in public areas and within the city's rights-of-way.
- b. Lighting shall support pedestrian activity and promote safety.
- c. The entire District shall utilize the basic fixtures and furnishings in the public areas as approved in the City's *General Design Standards*.

- d. Mechanical and utility-related equipment and fixtures shall be located and screened to lessen the negative impact on the streetscape and public areas.

## 2. Standards

- a. For Streetscape and Lighting specifications, see the City-approved *City General Design Standards* for the appropriate Transit Center Sub-District.
- b. Lighting elements shall be incandescent, metal Halide, or halogen only. No HID or fluorescent lights (except fluorescent bulbs that screw into standard socket fixtures) may be used on the exterior of buildings.
- c. All lighting shall be focused downward or narrowly focused on its intended target such as signing. No lighting source from a commercial activity shall be visible by a residential unit.
- d. Mechanical and electrical equipment, transformers, meters, and garbage containers shall be located and screened so that they are not visible from the street or other public area.
- e. On-street bicycle parking shall be located within the band created by street trees and pedestrian street lights, however, they must be placed in a manner that avoids conflicts with pedestrian and vehicular paths.

## SECTION G. SIGNS.

### 1. Intent

Signage is intended to respond to slow moving traffic and pedestrians. It is therefore, generally smaller in size than other areas of the City and located in prescribed locations on a building so that it is easily found and interpreted.

### 2. Standards

See Section 151.93 of the Carrollton Code of Ordinances.

## SECTION H. ADMINISTRATION.

### 1. Intent

It is the intent of this Code that a developer or builder who wishes to develop will be processed in an expedited manner, and may in fact qualify for incentives under other separate City programs. However, if there are substantial variances requested, additional approvals shall be required which may delay development progress.



## 2. Alternate Standards

- a. For the purposes of this Code, there shall be two types of Alternate Standards — Minor and Major.
- b. Minor Alternate Standards are considered relatively minor changes to the strict adherence to the standards in this Code, and may be approved administratively by the City Manager or his designee as part of a Development Plan. However, all Minor Alternate Standards must meet the full intent of this Code as stated herein.
- c. Major Alternate Standards are considered relatively major changes to both the standards and stated intent of this Code. Major Alternate Standards may only be approved by the Planning and Zoning Commission and City Council.
- d. The ability to approve Alternative Standards shall also apply Section 151.93 of the Carrollton Code of Ordinances (Sign code) regarding sign regulations.
- e. The City may impose conditions on granting any Alternate Standards in order to minimize any potential negative impact on the district, neighboring properties or public streets or open space. This may include screening, a time limit or other requirement.

## 3. Development Plan Approval

- a. Prior to obtaining a Building Permit, a Development Plan must be approved by the City Manager or his designee, to certify that it meets the purpose, intent and standards contained in this Code.
- b. Development Plans must include the following information:
  1. Site plan
  2. Building elevations and sections
  3. Building function/proposed use
  4. Parking standards being met
  5. Any minor or major alternate standards being requested.

## 4. Appeals

Denial of a Development Plan or an application for Minor Alternate Standards by the City Manager or his designee may be appealed to the Planning and Zoning Commission if the appeal is filed with the Urban Development Department within ten (10) days of the denial. Denial of a Development Plan or an application for Minor Alternate Standards by the Planning & Zoning Commission may be appealed to the City Council if the appeal is filed with the Urban Development Department within ten (10) days of the action of the Planning & Zoning Commission.

## SECTION I. TRANSIT CENTER USE CHART

1. Land and structures in each sub-district may be used for any of the indicated uses, but no land shall hereafter be used, and no building or structure shall hereafter be erected, altered, converted, arranged, designed, or used for other than those uses specified as permitted uses in the sub-district in which it is located, according to the Use Chart, and in accordance with the provisions of the applicable Articles of this ordinance.
2. LEGEND FOR INTERPRETING USE MATRIX
  - Use permitted in the sub-district indicated.
  - Use prohibited in the sub-district indicated.
  - S Use permitted only upon approval of a Special Use Permit. (Reference Article XXI)
  - A Use permitted only as an accessory use incidental to a permitted principal use on the same lot or parcel.
  - T Use permitted on a temporary basis only, upon approval of the City Manager or Designee.Unlisted Uses are prohibited in any sub-district.



**TRANSIT CENTER DISTRICT USE CHART****0100 HOUSEHOLD UNITS**

#	NAICS	Types of Use	Historic Core	Urban Core	Urban Center	Urban Fringe
0101		Apartment; Apartment House or Complex	•	•	•	•
0103		Four-plex				•
0107		Single-Family Unit, Attached				•
0109		Townhouse			•	•

**0200 GROUP QUARTERS**

0207	81311	Rectory or Parsonage (Accessory to Church on Same Lot)				A
0211		Other Religious Quarters, NEC.				S

**0300 HOTELS AND TRANSIENT LODGINGS**

0301	721191	Bed and Breakfast Inn	•	•	•	S
0302	72111	Hotel, Full Service	•	•	•	
0303	72111	Hotel, Extended Stay or Suites	S	S	S	
0304	72111	Hotel, Limited Service	•	•	•	

**0600 ACCESSORY USES**

0601		Accessory Use Located on a Separate Lot or Parcel from the Main Use	S	S	S	S
0605		Caretaker or Night Watchman's Quarters, Dwelling	A	A	A	A
0607		Garage, Community (Residential)	•	•	•	•
0608		Garage, Private (Residential)	•	•	•	•
0611		Home Occupation	•	•	•	•
0612		Kiosk, Food Sales and Service	•	•	•	
0613		Kiosk, No Food Sales or Service	•	•	•	
0614		Kiosk, Informational	•	•	•	•
0617		Outside Display (Reference Article XXVI)	A	A	A	
0621		Satellite Television Reception Dish	A	A	A	A
0622		Storage Building, Swimming Pool, Hot Tub or Sauna (Private)	A	A	A	A
0623		Tennis Court, Lighted (Private)	A	A	A	A
0624		Tennis Court, Unlighted (Private)	A	A	A	A
0625		Other Accessory Uses, NEC.	S	S	S	S

- - Permitted Use; [ ] - Prohibited Use; S - Special Use Permit Required; A - Allowed as an Accessory Use;  
T - Allowed as a Temporary Use; Sp - Site Plan Approval Required

#	NAICS	Types of Use	Historic Core	Urban Core	Urban Center	Urban Fringe
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**INSTITUTIONAL****0700 GOVERNMENTAL SERVICES**

0701	92111	Administrative Offices	•	•	•	•
0702	922	Civil Defense, Fire or Police Station	•	•	•	•
0703	4911	Post Office	•	•	•	•

**0800 EDUCATIONAL SERVICES**

0801	61141	Business or Secretarial School	•	•	•	
0802	61131	College, University or Professional School	•	•	•	
0803	611511	Cosmetology School	•	•	•	
0804	62441	Daycare Center or Nursery School	•	•	•	S
0807	61161	Fine Art School	•	•	•	
0808	61162	Karate and Martial Arts School	S	S	S	
0809	61111	Kindergarten	S	S	S	S
0810	61111	Private or Denominational School		S	S	S
0811	61111	Public School		Sp	Sp	Sp
0813	611699	Other Schools, NEC.		S	S	S

**0900 INSTITUTIONAL SERVICES**

0901	8139	Business professional, labor, political and similar organization	•	•	•	
0902	81311	Church, Synagogue or Temple (Religious Organization or Facility)				•
0903	81341	Fraternal Organization (Lodge) with a Private Club	•	•	•	
0904	81341	Fraternal Organization (Lodge) without a Private Club, Civic or Social Organization or Services	•	•	•	
0905		Religious & Philanthropic Institutions	S	S	S	S
0906	81311	Religious Organizations or Facility (Ancillary Building)				
0907	8133	Social Advocacy Organizations	•	S	S	
0908		Other Membership Organizations or Services, NEC.	S	S	S	S

**1000 CULTURAL CENTERS**

1002	71212	Historic Marker or Monument Site	•	•	•	•
1003	51412	Library (Public)	•	•	•	•
1004	712110	Museum	•	•	•	
1005	71219	Nature Parks and Other Similar Institutions		•	•	•
1006		Other Cultural Activities, NEC.	•	•	•	S

• - Permitted Use; [ ] - Prohibited Use; S - Special Use Permit Required; A - Allowed as an Accessory Use;  
T - Allowed as a Temporary Use; Sp - Site Plan Approval Required



#	NAICS	Types of Use	Historic Core	Urban Core	Urban Center	Urban Fringe
<b>1100 PUBLIC ASSEMBLY</b>						
1101		Amphitheater			•	•
1102		Arena or Field House				
1103	71121	Auditorium or Exhibition Hall	S	S	S	S
1104	561920	Civic or Convention Trade Show Facility		S	S	
1105	71121	Spectator Sports (Public or Private with more than 1,500 seats)		S	S	
1106	71121	Spectator Sports (Public or Private with 1,500 or less seats)		S	S	
1107		Other Public Assembly, NEC.	S	S	S	S
1108		Other Sports Assembly, NEC.				

**TRANSPORTATION & UTILITIES****1200 RAILROAD AND RAIL RAPID TRANSIT**

1201	4821	Rail Transportation Distribution System		S		
1202	482111	Railroad Distribution System		S		
1204	4821	Railroad Passenger Terminal		S		
1205	4882	Support Activities for Rail Transportation		S		
1206	48511	Urban Transit System		S		
1207		Other Rail Rapid Transit Transportation, NEC.		S		
1208		Other Railroad Transportation, NEC.		S		

**1300 MOTOR VEHICLE TRANSPORTATION**

1306		Bus Parking or Storage (Accessory to an Institutional Use)		A		
1307	485	Bus Passenger Terminal		S	S	
1308	48511	Bus Timed Transfer Center		S	S	
1309	485320	Limousine Service		S	S	

**1500 AUTOMOBILE PARKING**

1501	81293	Commercial Parking Garage or Structure	•	•	•	S
1501	81293	Commercial Surface Parking Lot	S	S	S	•
1502	81293	Private Parking Garage or Structure (Accessory to Main Use on same Lot)	A	A	A	S
1502	81293	Private Surface Parking Lot (Accessory to Main Use on same Lot)	S	S	S	A
1503	81293	Private Parking Garage or Structure (For overflow or nonrequired parking as a principal use or located on a separate lot from the main use.)	•	•	•	S
1504	81293	Private Surface Parking Lot (For overflow or nonrequired parking as a principal use or located on a separate lot from the main use.)	S	S	S	S

• - Permitted Use; [ ] - Prohibited Use; S - Special Use Permit Required; A - Allowed as an Accessory Use;  
T - Allowed as a Temporary Use; Sp - Site Plan Approval Required

#	NAICS	Types of Use	Historic Core	Urban Core	Urban Center	Urban Fringe
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**1600 COMMUNICATION SERVICES**

1601		Antenna Support Structure (excluding support structure for amateur radio broadcasting)		S	S	S
1602	5132	Cable Networks	•	•	•	•
1604		Communications Tower (Excluding antennas or support structures for amateur radio communications. Reference Section 0600 above) (Structure within height envelope of applicable district)			•	•
1605	51311	Radio and Television Broadcasting	•	•	•	
1606	51333	Telecommunications Resellers		•	•	
1607		Telephone (Telecommunications) Distribution System	•	•	•	•
1611		Temporary Support Structure, Refer to Article XXVIII	T	T	T	T
1613		Other Telephone Communication, NEC.	S	S	S	S

**1700 UTILITY SERVICES**

1702	221122	Electricity Power Distribution System	•	•	•	•
1704	22121	Natural Gas Distribution System	•	•	•	•

**RECREATIONAL USES & AMUSEMENTS****1900 RECREATIONAL & AMUSEMENT ACTIVITIES**

1919	713940	Health Club or Athletic Club (Fitness and Recreation Sports)		•	•	
1922	51213	Motion Picture Theater (Excluding Adult Motion Picture Theater)	•	•	•	
1924	7111	Performing Arts Companies	•	•	•	
1926		Public Park	•	•	•	•
1927		Public Recreation or Community Center, Athletic, or Recreation Facility	•	•	•	•
1935		Other Amusements, NEC.	S	S	S	S
1936		Outdoor Commercial Recreational Activity, NEC.		S	S	S

**SERVICES****2200 FINANCE, INSURANCE & REAL ESTATE**

2201	5242	Agencies, Brokerages, and Other Insurance Related Activities	•	•	•	
2202	522	Credit Intermediation and Related Activities (Bank)	•	•	•	
2203	5241	Insurance Carriers	•	•	•	
2204	521	Monetary Authorities Central Bank	•	•	•	
2205	531	Real Estate Agents, Brokers & Management Services	•	•	•	

- - Permitted Use; [ ] - Prohibited Use; S - Special Use Permit Required; A - Allowed as an Accessory Use;  
T - Allowed as a Temporary Use; Sp - Site Plan Approval Required



#	NAICS	Types of Use	Historic Core	Urban Core	Urban Center	Urban Fringe
2207	523	Securities Commodity Contracts, and Other Financial Investments and Related Activities	•	•	•	
2208		Other Finance, Insurance & Real Estate Services, NEC.	•	•	•	

**2300 PERSONAL SERVICES**

#	NAICS	Types of Use				
2305	81232	Cleaning, Dry Cleaning & Dyeing Service (Conducted within building up to 3,000 square feet)	•	•	•	
2306	81232	Cleaning, Dry Cleaning & Dyeing, Pickup Service Only	•	•	•	
2308	8123	Dry Cleaning and Laundry Services (Self-Service)			•	
2310	54143	Graphic Design Services	•	•	•	
2311	81211	Hair, Nail and Skin Care Services	•	•	•	
2313	561622	Locksmiths	•	•	•	
2314	81219	Other Personal Care Services	•	•	•	
2315	54192	Photographic Services	•	•	•	
2316	81149	Pressing, Alteration & Garment Repair	•	•	•	
2318	541213	Tax Preparation Service	•	•	•	
2319		Other Personal Services, NEC.	•	•	•	

**2400 BUSINESS SERVICES**

2402	5321	Automobile Equipment Rental and Leasing (Site area less than one [1] acre)		•	•	
2403	5614	Business Support Services	•	•	•	
2405	5322	Consumer Goods Rental		•	•	
2406	492	Courier and Messengers	•	•	•	
2407	561310	Day Labor Employment Placement Agency				
2408	5613	Employment Service	•	•	•	
2411	5141	Information Services	•	•	•	
2412	5616	Investigation and Security Services	•	•	•	
2413	5416	Management Consulting Service	•	•	•	
2416	51411	News Syndicate	•	•	•	
2418	81292	Photo Finishing	•	•	•	
2419	32311	Printing	•	•	•	
2420	323114	Quick Print Service	•	•	•	
2427	5615	Travel Arrangement and Reservation Services	•	•	•	
2433		Other Business Services, NEC.	S	S	S	

**2500 REPAIR SERVICES**

2526	81149	Watch, Clock & Jewelry Repair Service	•	•	•	
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• - Permitted Use; [ ] - Prohibited Use; S - Special Use Permit Required; A - Allowed as an Accessory Use;  
T - Allowed as a Temporary Use; Sp - Site Plan Approval Required

#	NAICS	Types of Use	Historic Core	Urban Core	Urban Center	Urban Fringe
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**2600 PROFESSIONAL SERVICES**

2601	54121	Accounting, Tax Preparation and Payroll Services or Bookkeeping Service	•	•	•	
2602	624120	Adult Daycare Center		S	S	
2603	5418	Advertising and Related Services	•	•	•	
2604	5415	Computer System Design and Related Service	•	•	•	
2607	62121	Dentist Office	•	•	•	
2608	5413	Engineering, Architectural or Related Services	•	•	•	
2610	5411	Legal Services	•	•	•	
2612	6213	Other Health Practitioners Office	•	•	•	
2613	5419	Other Professional, Scientific and Technical Services	•	•	•	
2614	6214	Out-Patient Care Center	•	•	•	
2616	6211	Physicians' Office	•	•	•	
2620	5414	Specialized Design Services	•	•	•	

**RETAIL**

		Any Retail Establishment or Structure in Excess of 30,000 GLA	S	S	S	
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**2800 BUILDING MATERIALS, HARDWARE & FARM EQUIPMENT**

2805	444120	Paint and Wallpaper Stores	•	•	•	
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**2900 GENERAL MERCHANDISE & NON-STORE RETAILING**

2902	452	General Merchandise Stores	•	•	•	
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**3000 FOOD**

3001	445310	Beer & Wine, Off-Premise Consumption, (Reference Article XXVIII, Section G)	•	•	•	
3003	4451	Food or Grocery Store, Retail	•	•	•	
3005	4452	Specialty Food Stores	•	•	•	

**3100 AUTOMOTIVE, MARINE CRAFT & AIRCRAFT**

3108	4471	Gasoline Service Station			S	
3109	447110	Gasoline Station with Convenience Store			S	

**3200 APPAREL AND ACCESSORIES**

3201	4481	Clothing Stores	•	•	•	
3202	811490	Custom Tailoring	•	•	•	
3203	4482	Shoe Stores	•	•	•	
3204	44819	Other Apparel & Accessories, NEC.	•	•	•	

- - Permitted Use; [ ] - Prohibited Use; S - Special Use Permit Required; A - Allowed as an Accessory Use;  
T- Allowed as a Temporary Use; Sp - Site Plan Approval Required



#	NAICS	Types of Use	Historic Core	Urban Core	Urban Center	Urban Fringe
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**3300 FURNITURE, HOME FURNISHINGS & EQUIPMENT**

3301	442299	All Other Home Furnishings	•	•	•	
3302	4431	Electronics and Appliances Stores	•	•	•	
3303	442	Furniture & Home Furnishings Stores	•	•	•	
3304	442299	Other Retail Furniture & Home Furnishings, NEC.	•	•	•	

**3400 EATING AND DRINKING ESTABLISHMENTS**

3401	722320	Caterers	•	•	•	
3402	711110	Dinner Theater including a Food & Beverage Certificate (Reference Article XXVIII, Section G)	•	•	•	
3403	722	Restaurant with a Private Club	S	S	S	
3405	722	Restaurant without Drive-Up, Drive-Thru, or Drive-In Service including a Food & Beverage Certificate (Reference Article XXVIII, Section G)	•	•	•	

**3500 OTHER RETAIL TRADE, NEC.**

3502	45331	Antique Store (Used Merchandise Store) & Secondhand Goods Sales	•	S	S	
3503	453920	Art Dealers	•	•	•	
3504	45121	Book Store and News Dealers (Excluding Adult Bookstore)	•	•	•	
3506	446120	Cosmetics Beauty Supplies and Perfume Stores	•	•	•	

**3500 OTHER RETAIL TRADE, NEC.**

3509	453110	Florist	•	•	•	
3513	451120	Hobby, Toy and Game Stores	•	•	•	
3514	448310	Jewelry Stores	•	•	•	
3516	448320	Luggage & Leather Goods	•	•	•	
3517	451140	Musical Instruments and Supplies Stores	•	•	•	
3518	4532	Office Supplies, Stationery and Gift Stores	•	•	•	
3519	446130	Optical Goods Stores	•	•	•	
3520	44619	Other Health and Personal Care Stores	•	•	•	
3521	812910	Pet Grooming Salon (Pet Care Services)	•	•	•	
3522	453910	Pets and Pet Supplies Stores	•	•	•	
3523	446110	Pharmacies and Drug Stores	•	•	•	
3524	451220	Prerecorded Tape, Compact Disc and Record Stores	•	•	•	
3525	451130	Sewing, Needlework and Piece Goods Stores	•	•	•	
3526	45111	Sporting Goods	•	•	•	
3528	453991	Tobacco Stores		•	•	
3529	53223	Videotape and Disc Rental	•	•	•	
3530		Other Retail Trade, NEC.	•	•	•	

**MISCELLANEOUS****5600 MISCELLANEOUS LAND USES, NEC.**

- - Permitted Use; [ ] - Prohibited Use; S - Special Use Permit Required; A - Allowed as an Accessory Use;  
T - Allowed as a Temporary Use; Sp - Site Plan Approval Required

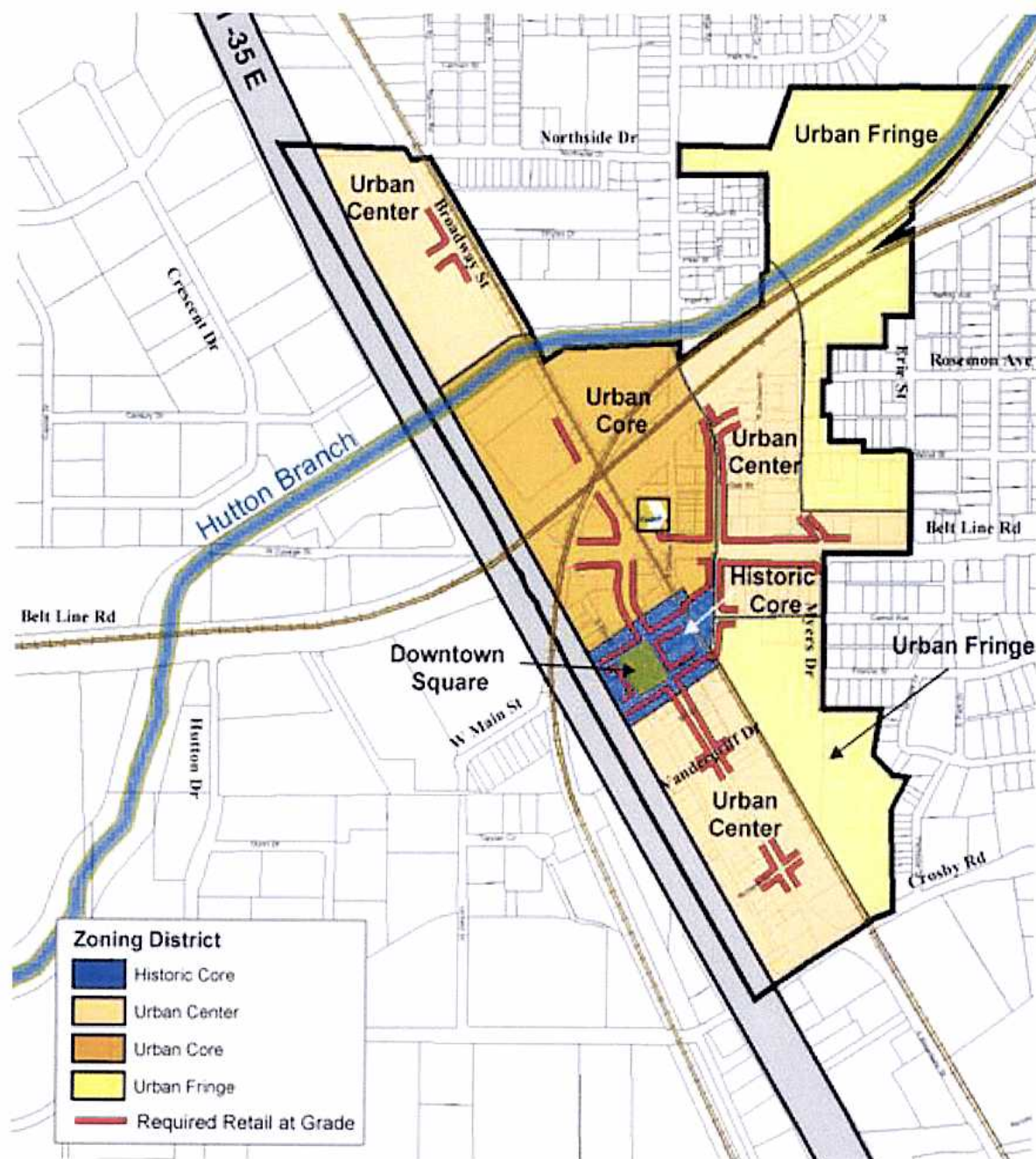
#	NAICS	Types of Use	Historic Core	Urban Core	Urban Center	Urban Fringe
5601		Building or Structure in Excess of 6 Stories		•		

**5800 AGRICULTURE RELATED SERVICES**

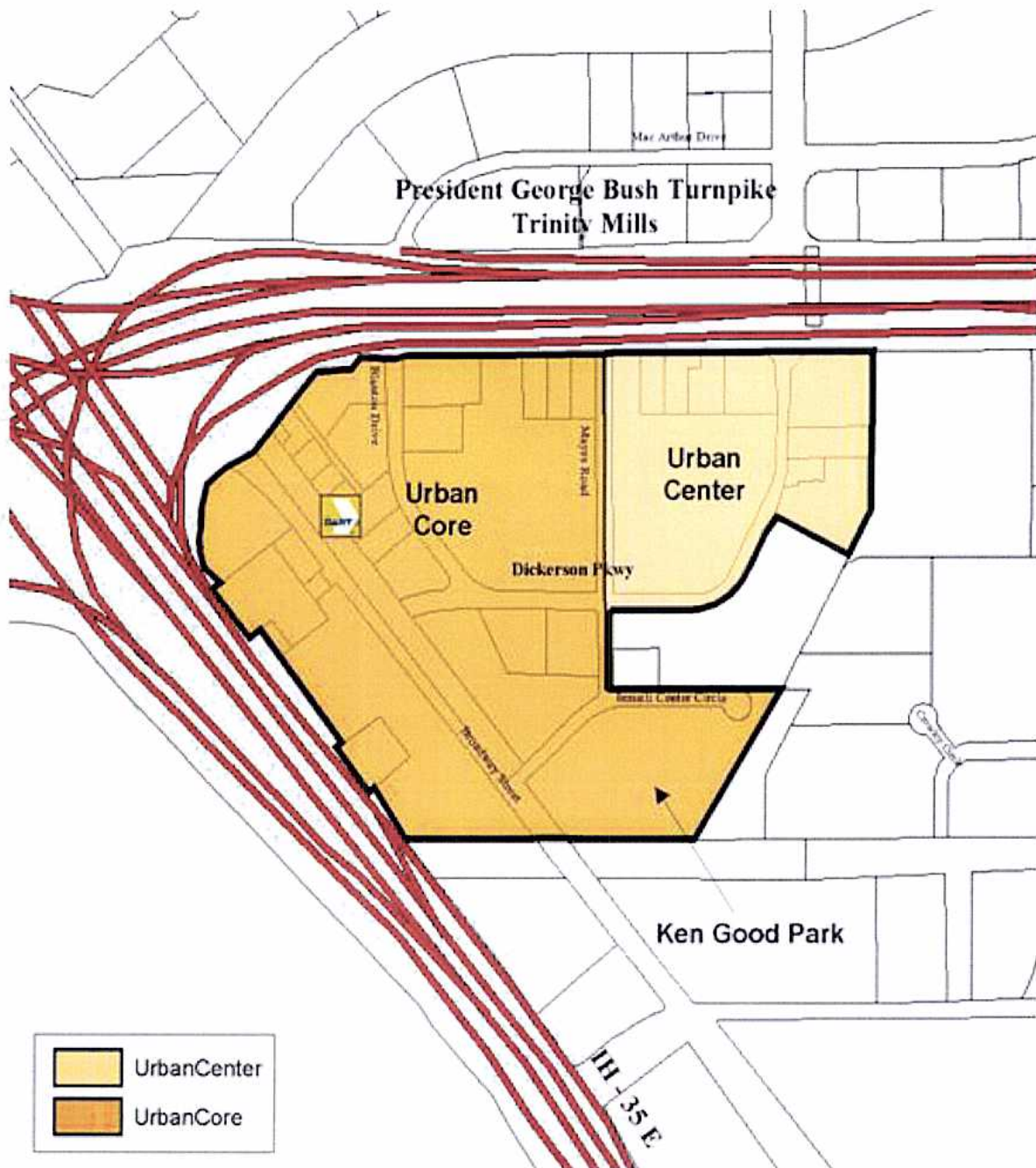
5802	812910	Pet Care (except Veterinary) Services & Kennel (In Enclosed Building Only)			•	
5805	541940	Veterinarian Services (In Enclosed Building Only)			•	

• - Permitted Use; [ ] - Prohibited Use; S - Special Use Permit Required; A - Allowed as an Accessory Use;  
T- Allowed as a Temporary Use; Sp - Site Plan Approval Required





## Transit Center Zoning & Regulating Map Downtown Carrollton



**Transit Center  
Zoning & Regulating Map  
Trinity Mills**





5 July 2005

Ronald Whitehead  
Town Manager  
Town of Addison  
5300 Beltline Road  
Addison, TX 75001-9010

9410 HERMOSA DRIVE  
DALLAS, TEXAS 75218-3549

PHONE: 214 320 1010  
FAX: 214 327 0035

Offices in Dallas, TX  
and Arlington, TX

[www.townscape.info](http://www.townscape.info)

RE: Letter of Agreement for the Preparation of Policies, Strategies and Form-Based Codes for the Belt Line Corridor

Dear Mr. Whitehead:

This letter will serve as the Agreement between the Town of Addison (Client) and Townscape, Inc. (Consultant) for the performance of professional services toward providing policies and strategies which will form the basis of the Belt Line Corridor portion of the Comprehensive Plan Update, and Form-Based codes for the Belt Line Corridor. These items will be based on the concepts prepared by RTKL and be in conformity with the attached Scope of Services and Fees. The primary focus however will be on the Codes.

The Code will be nested within the Town's current Zoning ordinance, and will focus on the form of development and the quality of public spaces (creating attractive public areas, streetscape, quality buildings, etc) and pedestrian areas, while accommodating cars, but not letting their use and storage dominate the landscape. This will help build a sustainable infrastructure for the Town. In addition, the code will be illustrated to make concepts readily understandable and user-friendly.

The fee for these services shall be and will not exceed \$37,378, unless additional meetings are undertaken beyond those enumerated herein. The Consultant shall give the Town notice in writing or by email of additional meetings if they are warranted, as determined by the Consultant, or requested by the Town, in order to complete the tasks herein. Additional assignments, other than additional meetings, shall be approved in writing by the Town. Monthly billing to the Town of Addison will be based on a percent complete basis. Additional meetings and assignments shall be billed at the firms' customary hourly rate, and expenses will be billed at cost.

RONALD WHITEHEAD

JULY 5, 2005

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If you are in agreement with these terms, please sign and return a copy of this letter. We are looking forward to working with the Town of Addison on this exciting project.

Sincerely,

-  


Dennis Wilson, AICP  
Principal  
**TOWNSCAPE, INC.**

Attachment: Exhibit A. Scope of Services for Form-Based Zoning Code  
Exhibit B. Schedule of Terms and Conditions

---

Ronald Whitehead, Town Manager  
Town of Addison

---

Date



## **Exhibit A**

### **SCOPE OF SERVICES**

#### **BELT LINE CORRIDOR**

#### **FORM-BASED ZONING CODE, STRATEGIES AND POLICIES**

The **Objective** is to develop Strategies, Policies and Form-Based Codes for the Belt Line Corridor, the primary focus on the Codes.

The **Product** will be an adopted Code with sub-districts for the Belt Line Corridor. The Code will address such issues as land use, building setback, architectural standards, parking requirements and signage.

##### **A. Kick-Off Session with Planning and Zoning Commission**

At a regularly scheduled meeting, the Consultant will briefly discuss the intent of "form-based codes" and the anticipated process associated with the Belt Line corridor.

##### **B. Draft Preliminary Zoning Standards**

The Consultant will prepare draft zoning standards and uses for each sub-district based on the RTKL concept plans: The standards will include such items as —

- A. Definition of Districts/Sub-Districts
- B. Land Uses
- C. Residential Unit Types
- D. Street Configurations
- E. Streetscape Standards
- F. Block and Site Layout Standards
- G. Building Standards
- H. Parking and Access Strategies and Policies
- I. Transit-Oriented Development Strategies and Policies
  - Parking requirements
  - Parking provision strategies
  - Special pedestrianization provisions
- J. Regulating Plan for Districts
  - Major street types within the district;
  - Sub-district areas;

- Required at-grade retail construction;
- Public open space and plazas; and
- Regional hike and bike corridors.

**C. Review Draft Strategies, Policies and Standards with Staff**

The Consultant will conduct up to two work sessions with Town staff to review draft ordinance provisions. At least one session should include RTKL

**D. Work Sessions with P&Z**

The Consultant will conduct up to two work sessions with the P&Z to review draft ordinance provisions.

**E. Joint Work Session with Council and the Planning & Zoning Commission**

The Consultant will conduct a work session with Town Council and the Planning & Zoning Commission to review draft ordinance provisions

**F. Conduct First Town Hall Meeting for the Proposed Zoning Areas**

The Consultant will conduct 1 public meeting to receive public comment on draft ordinance provisions.

**G. Revise Zoning Districts**

The Consultant will revise the draft ordinances based on public comment.

**H. Review Draft Standards with Staff**

The Consultant will conduct up to two work sessions with Town staff to review draft ordinance provisions. At least one session should include RTKL

**I. Work Sessions with P&Z**

The Consultant will conduct one work session with the P&Z to review revised draft ordinance provisions.

**J. Conduct Second Town Hall Meeting for the Proposed Zoning Areas**

The Consultant will conduct 1 public meeting to receive public comment on draft ordinance provisions.

**K. Planning & Zoning Commission Public Hearing**

The Consultant will attend a public hearing with the Planning and Zoning Commission.



**L. Town Council Public Hearing**

The Consultant will attend a public hearing with the Town Council.

**M. Finalization of Ordinance**

The Consultant will finalize the ordinance and provide the Town with digital copies of all text and graphics.

**EXHIBIT B****SCHEDULE OF TERMS AND CONDITIONS****I. Client Responsibilities**

- A. Information, surveys and reports which bear on the subject plan or study, which are in the possession of the Client shall be furnished to Townscape Planning, Inc. at the Client's expense, and Townscape Planning, Inc. will be entitled to rely upon the accuracy and completeness thereof.
- B. If the Client observes any fault or defect involving non-conformance with the Contract, prompt written notice thereof will be given to Townscape Planning, Inc.
- C. The Client shall furnish required information and shall render decisions expeditiously for the orderly progress of Townscape Planning, Inc.'s services.

**II. Townscape Planning, Inc. Compensation and Payment**

- A. Fees under *Time and Expense Contracts* and extra services under *Lump Sum Contracts* shall be billed according to the following hourly rate schedule:
 

Partners	\$150.00
Senior Planners/Graphics	\$95.00
Junior Planners/Graphics	\$60.00
Clerical	\$30.00
- B. Reimbursable expenses under *Time and Expense Contracts* and extra services under *Lump Sum Contracts* shall be billed at actual Townscape Planning, Inc. cost, and may include:
  - 1. Transportation and living when traveling in connection with the project;
  - 2. CAD time and expenses;
  - 3. Fees paid for securing maps, plans and ordinances from authorities and/or agencies regarding the project;
  - 4. Postage, delivery services and handling of information; and
  - 5. Reproduction, printing and photocopying.
- C. Payments are due within thirty (30) days after the bill is rendered. Payments not made within 30 days will bear interest from the end of the calendar month in which the services were rendered at the rate of one-and-one-half percent (1-1/2%) per month until paid. The provision of interest shall not be construed as authorization to make late payments. Failure of the Client to make payments when due shall be cause for suspension of services. Townscape Planning, Inc. shall be entitled to reimbursement of all costs actually incurred in collecting overdue accounts under this contract, including without limitation, legal fees.

**III. General Terms**

- A. **Termination.** The Agreement shall be subject to termination upon a seven-day written notice at any time for good cause by either party. In the event of termination, full payment shall be made for services performed to termination date including reimbursable expenses then due.

If the Agreement is terminated prior to the completion of the services herein, use of any interim reports or other documentation is limited to the client's internal purposes and no distribution thereof to others shall be made without Townscape Planning, Inc.'s specific written authorization.

- B. **Ownership of Documents.** Final presentation documents are the property of the client; however, Townscape Planning, Inc. may use such documents and copies thereof for its promotional purposes. Ideas and concepts developed as part of the project may be used freely by Townscape Planning, Inc. for other purposes.
- C. **Use of Documents.** All documents, including but not limited to drawings, specifications and data or programs stored electronically, prepared by Townscape Planning, Inc. are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of Townscape Planning, Inc.'s documents, or any use, partial use or reuse of the documents without written authorization or adaptation by Townscape Planning, Inc. will be at the Client's sole risk and without liability to Townscape Planning, Inc., and the Client shall indemnify, defend and hold Townscape Planning, Inc. harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom.

Any authorization or adaptation will entitle Townscape Planning, Inc. to further compensation at rates to be agreed upon by the Client and Townscape Planning, Inc.. Any electronic files are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by Townscape Planning, Inc., the hardcopy shall govern. Only printed copies of documents conveyed by Townscape Planning, Inc. may be relied upon.



- D. **Laws, Rules and Regulations.** Townscape Planning, Inc. will use its best professional efforts to identify laws, rules and regulations which apply to the project, to interpret the same in a reasonable manner, to seek the advice of government officials and/or the Client's legal counsel when questions of interpretation and/or applicability arise, and to produce reports, plans and other documents which are consistent therewith. Having done so in accordance with normal standards of good professional practice, Townscape Planning, Inc. will have met its obligation hereunder, and will not be responsible for contrary interpretations or determinations by others.
- E. **Insurance.** The Consultant is protected by professional liability insurance and general liability insurance and will exchange certificates of insurance upon request. Workman's Compensation insurance will be provided as required for any employees within the company. If the Client directs Townscape Planning, Inc. to obtain increased insurance coverage, or if the nature of the Consultant's activities requires additional insurance coverage, Townscape Planning, Inc. will take out such additional insurance, if obtainable, at the Client's expense.
- F. **Miscellaneous.** The Agreement constitutes the entire agreement between the parties with respect to Townscape Planning, Inc. described herein. It supersedes all prior agreements, and may be amended only in writing. The Client and Townscape Planning, Inc. each binds himself and his partners, successors, executors, administrators and assigns to the other party of the Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of the Agreement. Except as above, neither the Client nor Townscape Planning, Inc. will assign, sublet or transfer his interest in the Agreement without written consent of the other. The Agreement is governed by the laws of the State of Texas.

**Council Agenda Item: #R6**

**SUMMARY:**

The Metrocrest Chamber of Commerce is in the process of recruiting nominations for the Leadership Metrocrest program. Nominations for the 2005/06 Class are due to the Metrocrest Chamber of Commerce by August 12, 2005. In the past, the Town has sponsored one resident and one staff member for each Leadership class.

**FINANCIAL IMPACT:**

Budgeted Amount: \$1,620.00 (cost covers two participants)

Cost: \$1,620.00

**BACKGROUND:**

The Leadership Metrocrest program takes place over a nine-month period beginning with a two-day retreat in September. Participants gain knowledge on a wide range of community and governmental issues, meet community leaders, and generally broaden their knowledge of the Metrocrest community.

The Town has generally sponsored one resident and one staff member to attend Leadership Metrocrest. Feedback from attendees indicates that this has been a very valuable experience. The attendees gain knowledge, understanding, and insights that benefit the Town and the community as a whole.

To assist in the selection process, attached is a list of those that have participated in past classes of Leadership Metrocrest and a list of Citizen Academy graduates.

**RECOMMENDATION:**

Staff recommends that Council consider sponsoring one resident in the 2005/2006 Leadership Metrocrest class.



## **Previous Leadership Metrocrest Participants**

### **Resident Appointments**

Rich Beckert  
Brad Bradbury  
Virgil Burkhart  
Greg Hirsch  
Elizabeth Knott  
Roger Mellow  
Scott Wheeler

### **Staff Appointments**

Mark Acevedo  
Sharon Bell  
Rob Bourestom  
Ron Davis  
Hamid Khaleghipour  
Noel Padden  
Robert Phillips  
Chris Terry

**Citizen Academy Graduates  
All Classes**

FirstName	LastName	Street	Suite	City	State	Zip	HomePhone	OfficePhone	Email Address	Class
Anne	Adams	14893 Oaks North Dr.		Dallas	TX	75254	9723863954	9723869656	anne.adams@worldspan.com	CA00
Judy	Barrett	14637 Lexus Ave.		Addison	TX	75001-3132	9723867944	9723867944	jrbrib@msn.com	CA00
Brad	Bradbury	3918 Bobbin Ln.		Addison	TX	75001-3101	9729808106	9729808106	HCbtex@aol.com	CA00
Gilbert	Bruneman	14848 Winnwood Rd.		Dallas	TX	75254	9722333304	9724897678	gbruneman@aol.com	CA00
Merle	Bruneman	14848 Winnwood Rd.		Dallas	TX	75254	9722333304			CA00
Virgil	Burkhardt	4007 Winter Park Ln.		Addison	TX	75001-4904	9724908517		vgburk@attbi.com	CA00
Wendy	Burkle	4815 Westgrove Dr.	Apt. 102	Addison	TX	75001-6101	9723804912	9725962732	halif0367@aol.com	CA00
Karen	Gassett	16301 Ledgemont Ln.	Apt. 262	Addison	TX	75001-6213	9722489513	2142372015	kkgassett@worldnet.att.net	CA00
Linda	Groce	4102 Pokolodi Cir.		Addison	TX	75001-3152	9724904326			CA00
Neil	Hewitt	4014 Morman Ln.		Addison	TX	75001-4901	9729341260	9722806716	nhewitt@us.ibm.com	CA00
Greg	Hirsch	3910 Morman Ln.		Addison	TX	75001-4409	4693740717	4693745531		CA00
Andrew	Hoelle	3914 Azure Ln.		Addison	TX	75001-3105	9722478106		ahoelle@hotmail.com	CA00
Richard	Jeffcoat	4910 Goodman Ave.	Apt. 1921	Addison	TX	75001-6677	9723851835			CA00
Robert	Karl	15658 Witt Pl.	Apt. 4236	Addison	TX	75001-3379	9727611292	9726874788	Bob_Karl@msn.com	CA00
Elizabeth	Knott	14925 Oaks North Dr.		Dallas	TX	75254	9729606408	2145056555	Elizabeth@knott.org	CA00
Mark	MacMullen	16300 Ledgemont Ln.	Apt. 1101	Addison	TX	75001-5943	9727358507	9727016308	mark_macmullen@hotmail.com	CA00
Jimmy	Niemann	14921 Bellbrook Dr.		Dallas	TX	75254-7673	9723873135	2147822850	jniemann@e-rewards.com	CA00
Beverly	Roberts	4040 Morman Ln.		Addison	TX	75001-7945	9723929460	9728512181	bevrob2@aol.com	CA00
Kathleen	Schaffer	17037 Knots Landing		Addison	TX	75001-5033	9722480243	9724232225	shomble@aol.com	CA00
Virginia	Wallace	14820 Le Grande Dr.		Addison	TX	75001-4911	9724507038	9729802665	vbwallace@comcast.net	CA00
Rainey	Ashley	17091 Upper Bay Road		Addison	TX	75001	9728183712	9727321989	lashley@pnbfincial.com	CA02
Bob	Baumann	4004 Sherry Lane		Addison	TX	75001	9728660070	9728669199	Bob-baumann@attti.com	CA02
Ted	Bernstein	3875 Weller Run Ct.		Addison	TX	75001	9724069677	N/A	t.bernstein@sbcglobal.net	CA02
Stephen	Blum	17030 Planters Row		Addison	TX	75001	2143947827	9727206645	Steve@frontlineimaging.com	CA02
Griffon	Bourgeois	3796 Lakeway Ct.		Addison	TX	75001	8724889444	9727596492	griffon@dallas.net	CA02
B.L.	Brady	3876 Weller Run Ct.		Addison	TX	75001	9724886791		blbrady@aol.com	CA02
Anita	Braun	14616 Lexus Avenue		Addison	TX	75001	9723850706		TKBrauns@attbi.com	CA02
Tom	Braun	14616 Lexus Dr.		Addison	TX	75001	9723850706	9725292444	TKBrauns@attbi.com	CA02
Barbara	Colegrove	15022 Bellbrook Drive		Dallas	TX	75254	9723871557		baracole@aol.com	CA02
Patricia	French	3876 Weller Run Ct.		Addison	TX	75001	9724886791	9724886791		CA02
Roberta	Hendrickson	4090 Oberlin Way		Addison	TX	75001	9724903389	4692551817	Rhenedri@AIIILCCisco.com	CA02
Bob	Jacoby	4016 Rive Lane		Addison	TX	75001	9722334536	2146511447	biacoby@yahoo.com	CA02
Sheridan	Jones	3911 Bobbin Lane		Addison	TX	75001	9722392239	9722392239	thinkski@worldnet.att.net	CA02
Ursula	Kelley	14616 Heritage		Addison	TX	75001	9723850171	9725712801	ursula3ita@aol.com	CA02
Dennis	Kraft	14726 Celestial Pl.		Dallas	TX	75254	9727261812	9729915800	Krafthouse@aol.com	CA02
Irina	Marchenko	4130 Proton 50-B		Addison	TX	75001	9723874244		crockie@swbell.net	CA02
Barbara	Mathews	14625 Lexus Avenue		Addison	TX	75001	9726615485	9722326023		CA02
Roger	Mellow	14840 Lochinvar Drive		Dallas	TX	75254	9723875785	9723875785	Roger@mellownet.com	CA02
Margaret	Miles	14664 Bentwater Ct.		Addison	TX	75001	9722436068		fancitoo@attbi.com	CA02
Marli	Olden	3800 Waterside Ct.		Addison	TX	75001	9722474151	9728512196	marlio@flash.net	CA02
John	Parker	14677 Wayside Ct.		Addison	TX	75001	9722441833	9724041034	jbprnh20@aol.com	CA02
Skip	Robbins	14770 Maiden Ct.		Dallas	TX	75254	9727884083	9726057526	skip1019@aol.com	CA02
Phyllis	Silver	15720 Artist Way #4912		Addison	TX	75001	9726224340	9726224340		CA02
Donald	Walden	3785 Waterford Drive		Addison	TX	75001-7955	9722412857			CA02



**Citizen Academy Graduates  
All Classes**

John	Bailey	4093 Oberlin Way		Addison	TX	75001	2147271347	9726618472	jabailey@mtiamerica.com	CA04
Cathy K.	Bernstein	3875 Weller Run Ct.		Addison	TX	75001	9724069677	n/a	t.bernstein@sbcglobal.net	CA04
Robert D.	Brewster	3781 Waterside Ct.		Addison	TX	75001	9722475968	9724208314	Frog4900@aol.com	CA04
James R.	Christensen	3880 Emerald Ct.		Addison	TX	75001	9726201270	9726503434	jim-christensen@webtv.net	CA04
Alessandra	Day	14593 Blueberry Ct.		Addison	TX	75001	97240-0959		m.day7@comcast.net	CA04
Michael	Day	14593 Blueberry Ct.		Addison	TX	75001	9724060959		m.day7@comcast.net	CA04
Chris	DeFrancisco	3917 Bobbin Ln.		Addison	TX	75001	9723923572	2145154964	Christdefrancisco@frostbank.com	CA04
Kathryn	Farrer	4815 Westgrove Dr.	#301	Addison	TX	75001	9727139293	n/a	KLFARRER@EV1.net	CA04
Gena Lou	Fulmer	17031 Knots Landing		Addison	TX	75001	9722500127	9727536841	genaf@comcast.net	CA04
Carlena	Gilbreth	3728 Brookhaven Club Dr.		Addison	TX	75001	9722432861	n/a	n/a	CA04
Glenda	Hoelle	3914 Azure Ln.		Addison	TX	75001	9722478106	n/a	ghoelle@yahoo.com	CA04
Albert	Jandura	14936 Oaks North Dr.		Dallas	TX	75254	9727020202	9727020202	AJANDURA@swbell.net	CA04
Richard E.	Jeffcoat	4910 Goodman Ave.	#1921	Addison	TX	75001	9723851835	n/a	n/a	CA04
Todd C.	Meier	14857 Towne Lake Cir.		Addison	TX	75001	9722395882	2145618731	TCM51@msn.com	CA04
Daniel	Moulton	3901 Azure Ln.		Addison	TX	75001	9726207523	9726207523	dan.moulton@comcast.net	CA04
Bianca	Noble	4008 Bobbin Ln.		Addison	TX	75001	9723858573	9724533186	bianca.noble@verizon.com	CA04
Scott	Noble	4008 Bobbin Ln.		Addison	TX	75001	9723858573	9723851880	snoble_99@yahoo.com	CA04
Cathy A.	Norton	14640 Waterview Cr.		Addison	TX	75001	9722474047	2143609951	calicatnortone@yahoo.com	CA04
Teresa	Perry	3837 Azure Ln.		Addison	TX	75001	9724881862	4692313353	bperrybap@comcast.net	CA04
Sandra	Silver	3822 Canot Ln.		Addison	TX	75001	9722430023	9724580400	SJSILVER@swbell.net	CA04
Sheldon	Srulevitch	3832 Park Pl.		Addison	TX	75001	9722479667	n/a	RBS99@aol.com	CA04
Sara Lynn	Stokes	3901 Azure Ln.		Addison	TX	75001	9726207523	2147682270	lynnstokes@comcast.net	CA04
Alden D.	Tinnin	4130 Proton Dr.	#50-B	Addison	TX	75001	9723874244	9727649386	atinnin@swbell.net	CA04
Lori	Ward	14801 Lake Forest Dr.		Dallas	TX	75254	9723929295	2148407188	Loriward@Deloitte.com	CA04
Kathryn	Wheeler	14925 Havenshire Pl.		Dallas	TX	75254	9725036777	n/a	wheelerskw@comcast.net	CA04
Teresa J.	Wilkin	4133 Towne Green Cir.		Addison	TX	75001	2146931503	n/a	teresawilkin@yahoo.com	CA04
Alan	Wood	14609 Lexus Ave.		Addison	TX	75001	9729912911	2145593900	alan.b.wood@sbcglobal.net	CA04
Katherine	Wood	14609 Lexus Ave.		Addison	TX	75001	9729912911	n/a	Wood_family@sbcglobal.net	CA04
Stanley	Attaguayefio	17200 Westgrove Dr.	Apt. 434	Addison	TX	75001	9722503178	N/A		CA98
Bob	Barrett	14637 Lexus Ave.		Addison	TX	75001-3132	9723867944	9723867944	jrbrlb@msn.com	CA98
Laurel	Brewster	3822 Azure Ln.		Addison	TX	75001-7901			laurel.brewster@dal.frb.org	CA98
Robert	Brewster	3822 Azure Lane		Addison	TX	75001				CA98
Lary	Brown	383 Lakeview Court		Addison	TX	752001	9726207098	9729970700		CA98
John	Caris	3883 Weller Run Ct.		Addison	TX	75001	9722472988			CA98
Doreen	Cluck	3734 Brookhaven Club Dr.		Addison	TX	75001	9722413905			CA98
John	Cummings	3817 Azure Ln.		Addison	TX	75001-7902	9722471384			CA98
Don	Daseke	5656 Celestial Rd.		Dallas	TX	75254	9729609015			CA98
Carol	Doepfner	4006 Bobbin Ln.		Addison	TX	75001-3103	9722339722	9723073229		CA98
Mary	Edrich	4015 Bobbin Ln.		Addison	TX	75001-3104	9723927561	9723927561	blbrady1@aol.com	CA98
Bonnie	Hill	14700 Marsh Ln.	#1025	Addison	TX	75001	9724889991	9724889990		CA98
David	Holmes	3880 Lakeview Ct.		Addison	TX	75001	9726209755	9728889382		CA98
Charles	Hughes	14639 Waterview Circle		Addison	TX	75001				CA98
Paula	Jandura	14936 Oaks North Dr.		Dallas	TX	75254	9727020202		jandura@swbell.net	CA98
John	Jeffers	4015 Bobbin Ln.		Addison	TX	75001-3104				CA98
Robert	Mason	3834 Azure Lane		Addison	TX	75001	9722410964			CA98



**Citizen Academy Graduates  
All Classes**

John	Meleky	17030 Vinland Dr.	Addison	TX	75001	9722484799	9727132895	CA98
Karen	O'Neill	14723 Sherlock Dr.	Addison	TX	75001-3116	9727749534	9726630500	CA98
Peggy	Petty	3768 Waterford Dr.	Addison	Tx	75001	9724843628	2148558205	CA98
Dee	Saunders	3796 Waterford Dr.	Addison	TX	75001-7952	9724881914		CA98
Joan	Tuma	4021 Azure Lane	Addison	TX	75001	9723850421		CA98
Dale	Wilcox	3868 Lakeview Ct.	Addison	TX	75001			CA98



1998 Graduates



2000 Graduates



2002 Graduates



2004 Graduates



**Citizen Academy Graduates  
All Classes**

## **Council Agenda Item: #R7**

### **SUMMARY:**

This item is to request the Council's approval of a five (5) year contract with Wagner Security & Electronics, Inc. for the purchase, installation, and maintenance of a Video Camera Monitoring System at the Addison Airport, the Police & Court Building, EOC (Emergency Operation Center) , and the Art and Events District . This project will be funded by the State Homeland Security Office. A RFP was released on May 27th and was due on June 30<sup>th</sup>. A pre-bid meeting was held on June 17<sup>th</sup>. We received 8 proposals. A copy of the RFP, contract, vendors' evaluation sheet, and confirmation letters for the 2004 and 2005 grants from the State Homeland Security are attached.

### **FINANCIAL IMPACT:**

Budgeted amount: \$0

Total grant money expected to receive: \$199,316

The State Homeland Security has allocated funding for the Town of Addison under the 2003 and 2005 Urban Area Security Initiatives (UASI). The Town of Addison was notified in April 2004 that \$100,000 in funds had been allocated to Addison for the purchase and installation of a Video Camera Monitoring System at the Addison Airport and in the Addison Police Department building. Authorization to purchase equipment and proceed with the project was received in late December 2004.

In April 2005, the Town was notified that an additional \$99,316.00 had been allocated to Addison in fiscal year 2005 for the purchase and installation of a Video Camera Monitoring System at the Addison Arts and Events District. Authorization to purchase equipment for the Arts and Events District is expected before the end of Fiscal Year 2005.

Grant funds are typically provided to local governments on a reimbursement basis. Once documentation of the expense has been reviewed and approved, grant funds in the amount of the expense are disbursed. The Town of Addison expects to receive reimbursement from the Texas Homeland Security Grant Program for the expenditures of the equipment installed at the Airport and Police facilities before the end of Fiscal Year 05.

Reimbursement for the purchase and installation of equipment at the Arts and Events District is anticipated in late Fiscal Year 05 or early Fiscal Year 06.

Although grant funds will not be received prior to the expenditure of funds, staff feels comfortable recommending expenditure of funds based on correspondence and



conversations with the Texas Engineering Extension Service, which administers this grant program. Staff will be working closely with this agency to ensure compliance with any grant requirements to ensure reimbursement for these expenses.

Funding is available in the Information Technology Replacement Fund for this Video Camera Monitoring System. Once the grants funding are received, these revenues will be credited to the Information Technology Replacement Fund to reimburse these expenses.

## **BACKGROUND:**

In 2003 the Town applied for a grant under the Homeland Security UASI initiatives for the purchase and installation of a Video Monitoring System at the Airport, Police & Court building. In April 2004 we were notified that we had been awarded \$100,000 but did not receive authorization to proceed until December 2004. In February 2005 we released a RFP for the purchase of a Video Camera Monitoring System at the Airport, and the Police & Court building. However after receiving all the submitted proposals it came to the staff's attention that in September of 2004, the State of Texas started requiring Security Services Contractors to be licensed by the Private Security Board in order to install any security monitoring system that records, archives, or monitors property or individuals in a public or private area of a residence or business. This issue, lack of stating the requirement for the vendors to be licensed in the RFP, raised the question of reissuing the RFP. In addition, on April 29, 2005 we received a notice that the State Homeland Security Office had allocated an additional funding for the Town of Addison under the fiscal year 2005 in the amount of \$99,316 for the grant that the Town applied at the beginning of this year for the purchase and installation of Video Camera Monitoring System at the Art and Events District. This recent news re-enforced the idea of rejecting and reissuing of an updated RFP. Therefore, Staff requested the Council to reject the received bids and release an updated version of this Request for Proposal.

Consequently, on May 27 the Town released a RFP to solicit sealed written proposals from qualified vendors for the purchase and installation of a Video Camera Monitoring System including 44 cameras (24 fixed, 20 with pan, tilt and zoom cameras) at

Airport:	5 - cameras with pan, tilt and zoom
Police building:	2 - court room – fixed
	1 - court clerk area – fixed
	2 - lobby – fixed
	5 - outside PD – pan, zoom and tilt
	2 - sally port – fixed
	16 - jail – fixed
Fire	1 EOC / backup communications room
Art and Event District	10 – pan, zoom, and tilt

This updated version included additional requirements regarding licensing of contractors as well as the need for additional cameras at a new location, the Addison Arts and Events District.

Staff is planning to work with the City Attorney to draft the contract in a manner to include a provision, which will advise Wagner Security & Electronics, Inc. not to proceed with the purchase and installation of equipments at the Arts and Events District until the Town receives the authorization from the grant administrator to proceed. Staff is anticipating that we will receive the authorization to proceed with the purchase of equipment for the Arts and Events District within the six-month life of the contract.

This system will be using 4.9 GHz licensed frequency, which is dedicated and only available to the public safety agencies. This licensed frequency avoids potential interference with other unlicensed publicly used radio frequencies currently existing in the installation zones. This system is comprised of 3 sub-networks, Airport, Police and Art and Events District. The sub-network at the Addison Airport will have five (5) wireless cameras communicating through wireless equipment to a base station installed on the tower at the Police building, which will be connected to a server. Twenty-nine (29) cameras located at the Police building sub-network will be communicating through a hard-wired connection to two (2) servers. Ten (10) wireless cameras installed at the Art and Events District area will be communicating to two (2) base stations, which will be connected to a server. Since these 4 servers become the members of the Addison domain network the Dispatchers, Jailers and the other authorized personnel will be able to view these cameras from three (3) 32" LCD monitors installed at dispatch, Addison circle storefront, and jail areas. Recording retention will be set for a maximum of three (3) days.

#### **RECOMMENDATION:**

Staff recommends that the Council authorize the City Manager to enter into a contract with Wagner Security & Electronics, Inc. for the purchase, installation, and maintenance of a Video Camera Monitoring System at the Addison Airport, EOC (Emergency Operation Center), Police & Court building, and the Art and Events District in the amount of \$186,247.20 subject to the City Attorney's final approval.



Video Camera Monitoring System for Airport, Police and Court Building, and Art and Events District  
RFP 05-28

Criteria

Vendors Names

	Wagner Security and Electronic, Inc	Red Moon Broadband	****	elinear Solutions	Wunderlich-Malec Solutions	Enterprise Security Solutions	SecureNet	Total Protection Systems Inc.	Integrated Access Systems
Ability of hardware/software to meet our requirements (30 Points)	30	0	0	30	30	30	30	30	30
Total cost, which considers both initial acquisition and ongoing operating costs (30 Points)	30	0	0	25	20	15	10	5	0
Vendor's ability to maintain and support the system for five (5) consecutive years following the installation (30 Points)	30	0	0	30	30	30	30	30	30
Qualifications of the Vendor's Staff, Reputation, Reference (10 Points)	10	0	0	10	10	10	10	0	10
Points Total	100	0	0	95	90	85	80	65	70
Proposed Cost	\$186,247.20	\$186,247.20	\$186,247.20	\$198,525.52	\$232,858.00	\$241,275.00	\$262,475.79	\$262,731.00	\$364,576.75

\*\*\*\* - Disqualified because cannot produce licensing requirements

NOTE - 186 vendors notified of the RFP and there were 64 planholders  
Planholders are individuals who either downloaded or physically picked up the proposals document

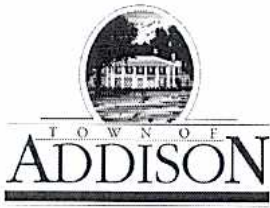
**Town of Addison, Texas**

**Request for Proposal (RFP)**

**RFP 05-28 – Video Camera Monitoring System**

**Proposals are due by 5:00 PM on June 30, 2005**





FINANCE DEPARTMENT / PURCHASING DIVISION 5350 Belt

Line Road

Texas 75001

(972) 450-7089 – Facsimile (972) 450-7096 Post Office Box 9010 Addison,

## REQUEST FOR PROPOSALS

The Town of Addison is accepting proposals from all interested parties for a Video Camera Monitoring System

Proposal Number: 05-28

Proposal Name: Video Camera Monitoring System

Proposals Due: Thursday, June 30, 2005 at 5:00 pm  
Office of the Budget and Procurement Manager  
Addison Finance Building  
5350 Belt Line Road  
Addison Texas 75254

Since DemandStar.com maintains the vendor files for the Town of Addison, proposers do not need to notify the Town if they do not intend to submit a proposal for this project. For vendors that would like to be removed from the bidder's list, please notify the Town of Addison in writing.

If you are not a member of DemandStar.com and wish to obtain a free copy of this proposal, you may pick up a copy at the Purchasing Division, 5350 Belt Line Road, Dallas, TX 75254 or by contacting Shanna Sims, Budget and Procurement Manager, at 972-450-7089.

Late proposals will be returned unopened, and unsigned proposals will be rejected as non-responsive.

For questions concerning the bid process, contact Shanna N. Sims, Budget and Procurement Manager, at 972-450-7089 or e-mail at [ssims@ci.addison.tx](mailto:ssims@ci.addison.tx). For questions concerning the specifications or the work to be performed, contact Hamid Khaleghipour, Information Technology Director, at 972-450-2868 or e-mail at [hkhaleghipour@ci.addison.tx.us](mailto:hkhaleghipour@ci.addison.tx.us).

**TOWN OF ADDISON  
REQUEST FOR PROPOSALS**

**NO. 05-28  
FOR  
VIDEO CAMERA MONITORING SYSTEM**

**INTENT**

The Town of Addison Information Technology Department is soliciting sealed written proposals from qualified vendors for the purchase and installation of 44 (24 fix, 20 with pan, tilt and zoom) Sony Network Video Recorders

Airport:	5 cameras with pan, tilt and zoom
Police building:	2 court room – fixed
	1 court clerk area – fixed
	2 lobby – fixed
	5 outside PD – pan, zoom and tilt
	2 sallyport – fixed
	16 jail – fixed
Fire	1 EOC / backup communications room
Art and Event District	10 – pan, zoom, and tilt

**CRITERIA FOR PROPOSAL ACCEPTANCE**

The proposals will be evaluated with respect to criteria specifically developed to examine the technical competence and suitability of prospective proposals.

The Town will only award the contract to a responsible bidder. In order to qualify as responsible, a vendor must meet the following criteria as they relate to this request for proposal:

- 1) The successful vendor must have adequate technical and financial resources to ensure satisfactory performance.
- 2) The successful vendor must have the necessary experience, organization, and technical skill to ensure satisfactory performance.
- 3) The successful vendor must have a satisfactory record of performance in developing and implementing similar jobs.
- 4) The successful vendor must be licensed by the State of Texas.

**PROPOSAL EVALUATION PROCESS**

Proposals will be evaluated using the following weighted criteria:

**-30 Points:**



Ability of hardware/software to meet our requirements  
Ease of use and operation of the system

**30 Points:**

Total cost, which considers both initial acquisition and ongoing operating costs

**10 Points:**

Vendor's ability to support our users' needs (Qualifications of the Vendor's staff)

Results of reference checks (Vendor's reputation)

Level, quality, and type of client training and technical assistance provided.

**30 points:**

Vendor's ability to maintain and support the system for five (5) consecutive years, 7 days a week following the installation.

**MAXIMUM PROPOSAL GRADE IS 100 POINTS**

**VENDOR PROPOSAL EVALUATION MEETINGS**

Discussions may be conducted with vendors to clarify the Town's requirements and the vendor's proposals.

**AWARD**

Award shall be made to the responsible vendor whose proposal is determined to be the most advantageous to the Town taking into consideration the criteria for proposal acceptance and the proposal evaluation composite score.

Once awarded by Council, the contract will be good for 6 months from award date to proceed with work.

**CONTRACT TERM**

Negotiations may be undertaken with those contractors whose proposals, as to price and other factors, demonstrate them to be qualified, responsible, and capable of performing the work. The contract selected will be the one most advantageous to the Town of Addison, cost and other factors considered. The Town reserves the right to consider proposals or modifications thereof received at any time before an award is made, if such action will be in the best interest of the Town.

The contents of the proposal by the successful agency shall become contractual obligations if a contract ensues. Failure of the successful contractor to accept these obligations may result in cancellation of the award.

**PROPOSAL FORMAT**

To assure consistency, proposals must conform to the following format:

1) Table of Contents

2) Introduction

This section should contain your understanding of the Town's needs and objectives.

3) Descriptive Literature

Provide complete descriptive literature for each item. Bidder is cautioned that any product delivered which does not meet specifications in every aspect will not be accepted.

4) Vendor Questionnaire

Complete the vendor questionnaire (Form 1). All questions must be answered.

5) References

This section (Form 2) shall contain names of at least five organizations, most preferable local governmental entities for which you have provided this service. Please include organization name, address, telephone number and contact person.

4) Fee Structure

Provide a fee schedule for your services. This schedule should include a description of the following products and services; hardware, software, implementation, installation, configuration, training, documentation, flat annual fee for (for each year of 5 consecutive years) maintenance charges, and project management

6) Contract

Enclose a copy of your standard contract. Indicate any clause(s) that are conditional or non-negotiable.



## **SPECIFICATIONS FOR RFP 05-28 VIDEO CAMERA MONITORING SYSTEM**

### **SONY IP CAMERA MONITORING SPECIFICATIONS:**

#### **HARDWARE:**

**4 (2 for Police Department Building, 1 for Airport, and 1 for Art District Area) Sony Network Video Recorder w/64 camera licenses**

#### **Video Recorder Requirements:**

**NVR-5M Series - NVR-5M16/A (RSM with 16 camera licenses) - StorStation® RSM RAID Server.** Ideal for a multi-server environment that requires the redundancy of RAID 5 for optimal video data retrieval and protection.

- • 1U height and 19" rack-mountable
- • Up to 16 camera licenses can be installed
- • 1 TB storage capacity (250 GB1 HDD x 4)
- • RAID 5 for redundancy
- • DVD±RW/CD-RW drive
- • Pentium 4 2.40E GHz2 with Hyper-Threading Technology
- • Real Shot Manager software pre-installed
- Video Card supporting 1024 X 768 at 16/24 bits color depth.
- Ethernet 100 base-T network interface card.

### **SONY SNC-RZ30N PAN/TILT/ZOOM CAMERA**

#### **Camera Requirements:**

##### **A. GENERAL REQUIREMENTS:**

- The SNC-RZ30N shall be a network enabled, integrated pan/tilt zoom color camera.  
Utilizing a 1/6 type 680,000 pixel SuperHAD™ interline transfer CCD. The camera shall have an analog video output producing better than 470 TV lines of horizontal resolution.
- Network interface shall be via an 8-pin RJ-45 connector, 10 Base T /100 Base TX Ethernet.
- The SNC-RZ30N shall utilize JPEG compression, baseline compliant YCbCr422. Compression levels shall be user selectable in 10 steps, ranging from 1/5 to 1/60

compression ratios, based on an image of 24bits per picture element (8bits each for R, G &B).

- The SNC-RZ30N shall incorporate a built-in web server, such that standard web browsers Internet Explorer or Netscape Navigator can be used to view the camera view without need for special viewer software. Supported operating system shall be Windows 98, 98SE, NT4.0, Me, 2000 and XP. Minimum PC requirements shall be 500MHz, PIII Processor, with 128MB RAM supporting 1024X768 True Color display capability.
- Internet Explorer browser shall be version 5.5 or 6.0; Netscape browser shall be version 4.7 or 6.0 w/ Java plug-in version 1.3.1\_02, version 1.3.1\_03, version 1.4.0, version 1.4.0\_01
- The SNC-RZ30N shall be capable of supporting up to 50 users simultaneously over the network.
- There shall be up to 4 user level settings. Access to functions shall be determined as follows:

a. User level 1	Viewing only
b. User level 2	Pan/Tilt & preset control
c. User level 3	Trigger alarm outputs, capture images, FTP or Email image
d. User level 4	All functions (Administrator)
- Maximum frame rate capability of the SNC-RZ30N over LAN shall be up to 30 frames per second on 640 X 480 capture size.
- Image sizes shall be user selectable for the following:
  - i. 736X480
  - ii. 640 x 480
  - iii. 320 x 240
  - iv. 160 x 120
- The minimum slow shutter setting shall be ¼ second.
- The SNC-RZ30N shall have Color and B/W mode capability. The switching between modes shall be accomplished automatically by sensing the luminance level, by time schedule, or manually by the administrator.
- On B/W mode, the IR cut filter shall move away from the CCD imager, allowing the camera to fully utilize the sensitivity of the CCD in the near IR range, beyond 700 nm.
- SNC-RZ30N shall have an integral 25X Optical auto focus zoom lens. The camera shall also feature digital zoom that extends the total zoom range to 300X.



- SNC-RZ30N shall incorporate an integral DC servo type pan/tilt mechanism, allowing a total pan range of 340 degrees and a tilt range of -25 degrees to 90 degrees.
- The camera shall be capable of 16 presets and 5 tour settings.
- Pan and tilt speeds on tour mode shall be in 20 steps.
- User shall have the option of having the camera on tour all the time, or via one of 6 possible schedules. Each schedule shall contain the 7 days of the week with each own start and stop times for the tour. Manually controlling the pan/tilt cursor buttons on the GUI shall disable the tour automatically.
- The SNC-RZ30N shall feature **SteadyShot®** mode, to allow compensation for slight vibrations. There shall be no loss of video resolution when this mode is activated.
- The SNC-RZ30 shall incorporate proportional pan/tilt speed on zoom. The wider the angle of view, the faster the pan/tilt speed and, the higher the zoom ratio, the slower the pan/tilt speed on manual pan/tilt control.
- The SNC-RZ30 shall also feature an Exclusive Control Mode that shall allow multiple users (up to 20) to come in queue for control of the camera. Exclusive control mode shall be user settable for between 10 to 600 seconds.
- The SNC-RZ30N shall also incorporate an Activity Detection circuit to detect changes in luminance levels in the designated area. Detection area shall be rectangular, variable in size, set by the administrator. Camera shall have 9 levels of sensitivity.
- The SNC-RZ30N shall have an 18 pin I/O interface located on rear of the base. There shall be 3 separate alarm input ports, and 2 Alarm output ports, an RS-232C port and an RS-485 port. Alarm input ports shall be opto-isolated.
- The SNC-RZ30 shall support data transparency for either RS-232C or RS-485 ports.
- Network protocols supported shall be TCP/IP, ARP, HTTP, ICMP, SMTP, FTP, DHCP and SNMP. Network security shall be via Password (basic authentication) and IP filtering.
- The SNC-RZ30 shall be capable limiting the bandwidth on all ports from 0.5Mbps to 8Mbps.
- The SNC-RZ30 shall have an internal image memory size of 8MB for alarm buffering.
- The SNC-RZ30 shall be capable of pre and post alarm buffering.
- There shall be 2 PCMCIA type II expansion slots. Manufacturer recommended MemoryStick® with PCMCIA memory stick adapter, Compact Flash as well as ATA HDD card should be supported. Use of the PCMCIA shall be one at a time.
- On alarm, user shall have the option of utilizing the onboard image memory area, or an attached PCMCIA memory device. Additionally, captured images on alarm may also be sent via FTP to a server. Moment of alarm image captured shall also be capable of being attached to an email, to an email address specified by the administrator.

#### B. **CAMERA LENS SPECIFICATIONS:**

- Camera lens shall have an optical zoom range of 25X.

- Focal length range shall be 2.4mm to 60mm, F1.6 (wide end) to F2.7 (tele end).
  - Horizontal viewing angle shall be 2.0 degrees to 45 degrees.
  - Camera lens shall feature an inner focus type mechanism.
- C. Camera lens shall be auto-focus type, but can be switched to manual, which can be set by the administrator.
- Minimum object distance shall be 30mm on wide angle, and 800mm on maximum zoom.

### **C. VIDEO-ELECTRICAL REQUIREMENTS**

- The SNC-RZ30 shall use an input voltage of either 12VDC.
- The power connection shall be by means of a coaxial DC jack.
- The scanning system shall be 525 lines, 60 fieldes/30 frames, 2:1 interlace.
- The video output of the SNC-RZ30 shall meet the EIA/NTSC standard.
- The SNC-RZ30N color camera shall require a minimum scene illumination of:
  - Color: 3.0 lux at f1.6 (50 IRE, AE mode, slow shutter OFF)
  - B&W: 0.18 lx at F1.6 (50 IRE, AE mode, slow shutter OFF)
- Camera synchronization shall be Internal.
- The composite video output shall be 1.0 V peak to peak @ 75 ohms, sync negative via a BNC connector.
- The video signal to noise ratio shall be 48dB.
- Video gain shall be Auto or manual with a range of -3 to +28dB.
- White balance shall be Auto, Indoor, Outdoor, One push AWB, ATW, or manual.
- Power consumption shall be approx: 21.6W maximum w/ an ATA HDD card.

### **D. MECHANICAL REQUIREMENTS:**

- The pan/tilt mechanism shall incorporate direct drive gearless motors, suitable for either desktop or ceiling mount operation.



- Full pan range of 340 degrees shall be achieved in 2 seconds, and full 115-degree tilt travel shall be 1.5 seconds.
- The camera shall employ a motor driven mechanism that removes the IR cut filter position from the front of the CCD when it switches to B/W mode, On B/W mode, the IR cut filter shall move away from the CCD imager, allowing the camera to fully utilize the sensitivity of the CCD in the near IR range, beyond 700 nm.
- The camera shall be capable of 16 presets. Additionally there shall be 5 tour settings that can be established tour, labeled A, B, C, D, &E. User shall have the choice of pan and tilt speeds, including stay time at the preset for each tour. Sequence of presets, choice of presets, shall be independent for each tour set by the user.
- External alarm triggered presets shall be supported. Up to 3 external alarm inputs shall be supported via the I/O port, which shall be opto-isolated.
- The SNC-RZ30 shall have 2 PCMCIA type II slots.
- Video output connector shall be BNC type. Normal view shall be ceiling mounted operation only.
- The camera mounting hole shall be ¼" –20, located on the base.
- The camera dimensions shall be 5 5/8(W) x 7(H) x 5 3/4(D) inches, 140mm(W) x 175mm(H) x 144mm(D).
- The camera shall weigh approximately 2 lb 10 oz (1.2kg).
- **ENVIRONMENTAL REQUIREMENTS**
- The operating temperature shall be 32°F to 104°F (0°C to +40°C)
- Storage temperature shall be within -4°F to 140°F (-20°C to +60°C)
- **SUPPLIED ACCESSORIES**
- CD ROM containing User guide & setup program (1)
- AC Adaptor w/ AC cord (1)
- I/O interface connector (1)
- Installation guide (1)
- Ethernet cable, UTP category 5 cross over cable (1)
- Ceiling brackets A & B
- Wire rope (1)
- Ferrite core (1)
- Screws

- **Wireless Device Requirements:**

## **3 Base Stations**

## **15 Clients**

### **Hardware Specifications**

All hardware proposed for the project must meet the following specifications:

#### **Network Features**

Network device type - Ethernet bridge, IP router  
Engineered for multipoint networks  
Adaptive Dynamic polling algorithm  
Packet Aggregation  
RADIUS Authentication  
Bridging, 100% transparent (protocol independent)  
Bridge Filters MAC address, Protocol ID  
Spanning Tree  
Automatic channel searching CPEs  
Encryption AES (128 Bit)  
Static and Dynamic IP address  
Bandwidth Management  
Configurable for each remote location  
Configurable for each interface  
SNMP Management, GUI Management utility included  
SNMP Support MIB II and Private MIB

#### **Physical and Environmental Features**

Ethernet Interface (at PoE injector) RJ-45, 10/100 Base-T  
Ethernet Cable Length 300 ft maximum  
RF Interface (external antenna models) N-Female  
Operating Temperature Range -30°C to 60°C (-22°F to 140°F)  
Operating Humidity 0% to 100% (non-immersion rain)  
Power Scheme Power over Ethernet (POE) Cat 5 DC Injector  
Power Supply 110/220 VAC, 50-60 Hz  
Power Consumption 16 W Max  
Current Draw 0.5 A Max  
Input Voltage Required at Radio +36 to +57 VDC, nominal +48 VDC (supplied via POE)  
LED status indicators Power, Wireless Link, and Ethernet Link

- **Radio Frequency Requirements**

#### **General**



The 4.9 GHz band will be required for this proposed project in order to avoid potential interference with other publicly used radio frequencies currently existing in the installation zones.

The 4.9 GHz band is a licensed band available for use by public safety agencies. Assistance with properly licensing the use of this band, hardware installation, hardware configuration, testing must be performed by a contractor that has a minimum proven experience of 3 years in the industry of providing wireless network integration using multiple technologies.

In addition, the contractor must be adept at frequency planning and be capable of performing the planning of the RF infrastructure to ensure the ability to use multiple radios in this proposed installation.

#### **Flat Panel LCD:**

- 4 32" Flat Panel LCD

#### **PRESSURIZED CAMERA DOMES**

##### **SONY PRESSURIZED CLEAR DOME HOUSING – SNCRD7C2 SPECIFICATIONS**

- The SNCRD7C2 vandal resistant dome shall be an indoor or outdoor housing. The vandal resistant SNCRD7C2 shall be designed to accommodate Sony SNC-RZ30N network ptz. The unit will include a heater/blower combination, which is effective in temperature ranges from -30° F to +110° F. The heater shall be thermostatically controlled. The heater and blower will have 24vac input. An internal power supply will provide 12vdc power for the camera. The housing top shall be manufactured from durable cast aluminum. The dome shall be from injection molded, optically clear, polycarbonate, and shall be held in place with (3) fasteners, and a sealing O-ring shall be included. A safety cable shall be provided to hold the dome while servicing. Access to the enclosure shall be from below. Pricing should reflect either outside or indoor mounting pendant.

#### **SOFTWARE REQUIREMENTS:**

- **CUSTOMIZED LAYOUTS** – Multiple floor plan; clickable camera icons map view for quick navigation.
- **HIGH FRAME RATE** – High quality images captured with a high refresh rate up to 30 fps.
- **EASY SETUP MANAGER** – Fine-tune your digital video system according to your needs and available bandwidth.
- **Access** – Multiple servers with a single client graphic user interface.



- **FLEXIBLE** – Each camera in the system can be configured for Manual, Scheduled, and Alarm/Pre-alarm recording.
- **MANUAL RECORDING** – The user-defined operator can initiate a recording at any time for any selected camera. The camera then records at a defined refresh rate, resolution, and quality.
- **SCHEDULED RECORDING** – Allows users to schedule their recording requirements for any selected camera or group of cameras, with virtually no limit to the number of scheduled items you can select.
- **ALARM AND PRE-alarm RECORDING** - Enables alarm sensors to be configured either per camera or by camera group, and set u to automatically record more detail when an alarm sensor is triggered.
- **PLAYBACK DURING RECORDING** – Recording and playback can be performed simultaneously, so previously recorded images can be viewed while recording continues.
- **EASY SEARCH OF RECORDED IMAGES** – The search recording function allows you to quickly locate a particular recording. The calendar displays all recordings made (per camera or camera group) so you can see when and what kind of recording was made. You can then filter these recordings by time/date, alarm events, and/or inserted comments. Thumbnail, preview images can also be displayed to make searching easier and more effective.
- **ACTIVITY DETECTION/ALARM TRIGGER** – RSM software can perform activity based recording, triggered by the activity detection signal generated by the Sony network cameras or an alarm trigger signal from external equipment. The I/O management function, of the RSM software can be set up to control switch-operated devices (such as doors and lights) for maximum security and control.
- **PRE-/POST-ALARM IMAGE STORAGE** – RSM software receives an alarm trigger, either from the activity detection signal or the alarm input from the cameras, hundreds of pre-alarm and post-alarm still images can be stored – providing users with a video log of these events.
- **E-MAIL NOTIFICATION** – When an alarm occurs, the RSM software can be programmed to send alarm notification to a specified e-mail address or addresses.
- **DYNAMIC MASKING FUNCTION** – The advanced Dynamic Masking function, unwanted or prohibited areas within an image can be masked appropriately. When zoom is engaged, the size of the masked areas will adjust in proportion to the zoom position. In addition, the masking position can be made to interlock with a camera's pan/tilt to achieve a comprehensive masking operation. Then number of masking areas and types (color, border, Gaussian blur, luminance, mosaic, random noise outside of the area of interest) can be freely set.
- **PAN/TILT/ZOOM (PTZ) CONTROL** – RSM software remotely controls the Pan/Tilt/Zoom of the cameras over the network. In addition, digital pan/tilt and zoom can also be controlled for cameras that do not feature built-in pan/tilt capability. When a point in the image is clicked the camera automatically pans and/or tilts to make the point the center of the image. And by dragging out a specified area of the image, the camera will digitally zoom in to that area.
- **TOUR FEATURE** – Allows the Sonny Pan/Tilt/Zoom cameras to preset up to five scanning patterns with up to 16 positions in each scan.



- **API INTERFACE** – RSM software provides an API for application developers or system integrators, allowing the RSM monitoring system to be integrated in other application programs or systems such as GUI design software, POS, access control, and alarm system.
- **FILE EXPORT AVI** – The RSM software includes “File Player” in which users can playback recorded images with embedded metadata such as recording start time, recording end time and frame rate. The “File Player” enables recorded images to be exported in the standard AVI file format for easy exchange.
- **DUAL MONITOR SETUP** – The camera image selected on the primary monitor can be displayed on the second monitor as a full-screen-sized “hotspot” providing detailed image.
- **TIME-STAMPED COMMENTS** – Operators can log events should anything notable occur during monitoring by inputting a comment. Comments can be linked to a camera with a given priority and time-stamped for easy logging.
- **USER PRIVILEGES** – The administrator can define user groups, add users, set privileges per user/group, and set up user access to specific camera groups.
- **CUSTOMIZED LOGGING REPORTS** – In the event of a system problem, the logging feature makes it easier to determine the cause. By selecting the items you want to monitor, trouble-shooting is simplified.

## **INSTALLATION OF SERVERS, CAMERAS AND CAMERA DOMES.**

- Pricing for installation of cameras and domes must be based on either outdoor or indoor as directed by the Town of Addison. The Town of Addison will provide 110v power to each location in which they require a camera and dome installed. The installer must provide transformers and mounting hardware for the camera domes as required.
- Pricing for installation of servers (Sony Network Video Recorder) and all software necessary to complete a fully operational IP camera installation as directed by the Town of Addison.

## **WARRANTY AND MAINTENANCE REQUIREMENTS.**

- Warranty on all cameras, domes, servers and wireless equipments will be for a period of **FIVE** (5) years. Flat annual fee for (for each of 5 consecutive years) warranty charges.
- Maintenance will include semi-annual cleaning of all cameras and domes for a period of **FIVE** (5) years including but not limited to re-alignment of cameras as directed by the Town of Addison. Vendor must provide a **flat annual fee (not hourly fee)** for these years.
- Service requirement will be 7 days a week as requested and directed by the Town of Addison.





## **INSTRUCTIONS TO PROPOSERS**

### **1.0 RECEIPT AND PREPARATION OF THE PROPOSAL**

- 1.1 **Two (2) copies** of a sealed proposal should be delivered to the Purchasing Division in the Finance Building of the Town of Addison located at 5350 Belt Line Rd., Addison, TX 75240 by 5:00 p.m., June 30, 2005. Proposals must be received by the specified time in order to be considered, and proposals submitted after this closing time will not be considered and will be returned unopened.
- 1.2 Each proposal shall be enclosed in a sealed envelope, addressed to the Budget and Procurement Manager, Town of Addison, P.O. Box 9010, Addison, Texas, 75001. Proposals must be labeled in the lower left-hand corner with the Proposal Number and Name (RFP 05-28 Video Camera Monitoring System). Proposers must also include their company name and address on the outside of the envelope.
- 1.3 Proposers are responsible for making certain proposals are delivered to the Purchasing Division. Mailing of a proposal does not insure that the proposal will be delivered on time or delivered at all. If proposer does not hand deliver the proposal, it is suggested that he/she use some sort of delivery service that provides a receipt.
- 1.4 Proposals may be withdrawn prior to the above scheduled time set for closing of the proposals. Any proposal received after the time and date specified shall not be considered.
- 1.5 The Town reserve the right to request additional information or to meet with proposers to discuss points in the proposal before and after submission, any and all of which may be used in forming a recommendation.
- 1.6 The Town reserves the right to reject any all proposals, to waive any non-material irregularities in any RFP, and to accept or reject any item or combination of items. The Town of Addison reserves the right to postpone the date and time for sealed proposals through an addendum.

### **2.0 ADDENDA AND EXPLANATIONS**

- 2.1 Proposers having any questions regarding the true meaning of the specifications or terms and conditions shall submit these questions

to the Budget and Procurement Manager. Any and all interpretations or supplemental instructions, which, if issued, will be posted on the Town's website, e-mail and faxed to all prospective proposers. A copy of all addenda issued must be signed and returned with your bid.

### **3.0 TAXES**

- 3.1 All proposals are required to be submitted without State Sales tax. The Town of Addison is exempt from payment of such taxes and a Tax Exemption Certificate will be executed for the successful bidder.

### **4.0 SCOPE OF WORK**

- 4.1 The work under this contract shall consist of the items or services contained in the proposal, including all materials, equipment, labor and all other items necessary to complete said work in accordance with the contract documents.

### **5.0 EXAMINATION OF CONTRACT DOCUMENTS**

- 5.1 Before submitting a proposal, each proposer must thoroughly examine the contract documents to ensure that the services you are proposing meets the intent of these specifications.
- 5.2 The Town of Addison is not responsible for incomplete bid packets.
- 5.3 Proposers are instructed to return all pages of the proposal packet that contain written responses.

### **6.0 BIDDING**

- 6.1 Proposers are instructed to consider the following factors in preparation of your proposal:
- a. Proposals shall remain firm for a period of 45 calendar days after the scheduled bid opening.
  - b. Exceptions to any specifications, or part thereof, must be clearly stated and included with your Proposal Form.
  - c. Proposers are instructed to include all necessary charges, related to this contract.



- d. All costs incurred in responding to the RFP shall be the responsibility of the entity submitting the proposal.
  - e. The contract will be governed by the laws of the State of Texas. Venue shall be exclusively in Dallas County.
- 6.2 Proposers shall mark any information, which is a trade secret or confidential, as "CONFIDENTIAL" on each page. Pricing of goods and services is not considered as confidential information. Proposals shall be opened so as to avoid disclosure of contents to competing proposers. The contents will not be disclosed during the process of evaluation, revision, and negotiation. All proposals shall be open to the public after contract award, except for information marked "confidential."

## **7.0 AWARD OF CONTRACT**

- 7.1 The Town of Addison reserves the right to reject any or all proposal, reject any particular item on a proposal and to waive immaterial formalities. The contract will be awarded to the lowest responsible proposer whose proposal is most advantageous to the city, price and other factors considered.
- 7.2 Award will be based upon an analysis of the following criteria: Bidders ability to produce the goods or services requested, performance on similar contracts, and an evaluation of the bidder's understanding of the purchaser's needs. To demonstrate bidder's qualifications to perform the work, each bidder must submit with their bid, five (5) customer references for similar projects, including name of customer, telephone number and individual to contact.
- 7.4 The anticipated start date is as soon as practical after the bid is awarded.

## **8.0 NON DISCRIMINATION POLICY**

- 8.1 It is the policy of the Town of Addison to afford all people an equal opportunity to bid or propose on any contract being let by the Town.
- 8.2 The Town of Addison has a policy that prohibits discrimination against any person because of race, color, sex, or national origin, in the award or performance of any contract.
- 8.3 The Town of Addison will require its employees, agents, and contractors to adhere to this policy.

**FORM-1**  
**VENDOR QUESTIONNAIRE**

1. How many installations, similar to the one asked for in this RFP, have been made or installed by you? \_\_\_\_\_
2. What part of the work will you sub-contract, if any?
3. Explain your policy on service and repairs and guaranteed response times or how many hours it takes to resolve 95% and 100% of your service/repair requests.

Policy and guaranteed response:

**OR**

<u>Type of repair or service</u>	<u>95%</u>	<u>100%</u>
Routine and minor	_____	_____
Major	_____	_____
Emergency	_____	_____

4. How long has your company been in business? \_\_\_\_\_ Yrs.

How long has your company been under current/owner/management?  
\_\_\_\_\_ Yrs.

5. Please list any exceptions to the required features, referring to a particular page, paragraph, etc. Please attach separate sheet (s) of exceptions.





## FORM-2

### CUSTOMER REFERENCES

Please provide names of companies or organizations, phone numbers, and names of contracts of five customers with which you have done business.

1. \_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_  
\_\_\_\_\_

3. \_\_\_\_\_  
\_\_\_\_\_

4. \_\_\_\_\_  
\_\_\_\_\_

5. \_\_\_\_\_  
\_\_\_\_\_



**The following list should assist in assembling your proposal. It may not be all-inclusive; therefore, you must review the request to make certain your proposal is responsive.**

- \_\_\_\_\_ Have you signed your proposal?
- \_\_\_\_\_ Is the return envelope properly marked?
- \_\_\_\_\_ Are "CONFIDENTIAL" and /or "PROPRIETARY" pages properly marked?
- \_\_\_\_\_ Are you allowing sufficient time for delivery of your proposal?
- \_\_\_\_\_ If any Addenda were issued, is a copy signed and enclosed?
- \_\_\_\_\_ Did you exclude all sales taxes?
- \_\_\_\_\_ Are you returning all pages that have information entered by you?
- \_\_\_\_\_ Do prices quoted by you include all charges?
- \_\_\_\_\_ Have you made an entry in all blank spaces or entered "n/a" for "not applicable"?
- \_\_\_\_\_ Have you included a listing of "exceptions", if there are any?
- \_\_\_\_\_ Have you initialed all erasure and/or corrections?

# TOWN OF ADDISON, TEXAS

## RFP 05-28 – VIDEO CAMERA MONITORING SYSTEM

### PROPOSAL

JUNE 30, 2005



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## INTRODUCTION

Wagner Security understands that cameras and monitoring/recording solutions are required for four locations – the Police building, Airport, Fire Station, and the Art & Event District. Four Video/Recorder Servers will be utilized for optimum control; the Dispatch Center located at the Police Building is where monitoring will be performed. And the camera system for the Arts & Event District will be used primarily on an active event basis. A 4.9 GHz licensed frequency will be utilized for the Public Safety cameras installed at the Airport and Art & Event District.

Wagner Security will assist the Town of Addison in the procurement of the licensing required for the use of the 4.9 GHz frequency in the proposed solution.

**Police building solution:** 28 cameras total will be required – 23 Fixed, 5 PTZ. For the jail area, all cameras must be installed in existing locations and use the existing cabling where possible. Outdoor cameras will go in existing locations with the exception of new locations necessary for additional coverage. Monitors in the Jail and Dispatch areas should be capable of displaying their respective coverage areas; currently two monitors in each facility allow for this viewing. The dispatch center will be able to monitor the jail, lobby, and court room cams as well as control the airport cams; the jail cams will display jail activity only. New monitoring systems will require the addition of a server/NVR, in which case client licenses will be required.

**Airport solution:** Pan-tilt-zoom (PTZ) cameras will be used at the airport. The Town of Addison requires the ability to see up and down the runways and taxiways; the Town particularly needs the ability to view airplane Tail numbers, and have the ability to monitor vehicle access points to and from the airport/tarmac. A “best solution” is requested based on some of the difficulties present at the airport.

**Art & Event District solution:** The solution should provide 10 PTZ cameras in order to monitor/record event-driven activity in the District. A server/NVR solution will be installed in the nearby Conference Center from which cameras will be monitored and/or recorded.

**Fire Station solution:** One Fixed camera will be installed at the Fire Station which will be attached to the network and monitored from the Dispatch center in the Police building. There will be no need for any additional hardware/software on site.



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## DESCRIPTIVE LITERATURE

### **Police Building Solution:**

A total of 23 fixed cameras for use inside the facility, and 5 Pan-tilt-zoom (PTZ) for outside surveillance will be supplied. Weatherproof domes will be utilized outside; original housings for the indoor cameras will be utilized where applicable. 3 Sony 32 inch LCD monitors will be added for camera display purposes – 1 in the jail area, 2 in the dispatch area. Video Recorder Servers will be supplied with Sony RealShot Manager software; these servers will be utilized for monitoring Police Building video applications (a third server/software package will be placed in the dispatch area, but utilized for Airport video operations). Replacement of cabling is required for all camera installations.

The following are descriptions of products which will be used. Each product meets or exceeds the specifications required in the RFP.

### ***Camera (Indoor/fixed) –***

The SNC-CS3N is equipped with a 100Base-TX/10Base-T (RJ-45) interface and a built-in web server. This allows a PC running a standard web browser to monitor live images and control the camera without the need for additional software or plug-ins. Up to 50 simultaneous users can access and monitor the images of a single SNC-CS3N camera.

Using the IP-filtering feature, access to the SNC-CS3N can be restricted to one or more groups of selected users. User names and passwords can be assigned to allow four levels of access. The administrator has complete access/control of the camera, while the other three levels of access can be set to limit user privileges to functions such as viewing, trigger control, etc.

The SNC-CS3N produces images with a maximum frame rate of 30 fps. The SNC-CS3N achieves a horizontal resolution of 480 TV lines and a minimum illumination of 0.5 lx (at F1.0, 50 IRE). The SNC-CS3N is supplied with a CS-mount, varifocal lens with auto iris function, which covers the frequently used horizontal viewing angle of 91 to 36 degrees.

The SNC-CS3N is equipped with built-in activity detection that can be set to generate an alarm output through alarm-output ports.



### ***Camera (Outdoor/PTZ) –***

The SNC-RZ30N features a 25x optical zoom capability. The SNC-RZ30N employs JPEG Compression and a frame rate as high as 30 fps\*1, which makes for very smooth moving images. The SNC-RZ30N is equipped with a 100Base-TX (RJ-45) interface and has a web server capability with an assignable IP address. These features coupled with the camera's built-in software allow the user to control the unit and view live images over a network. SNC-RZ30N has one of the widest ranges in its class: a pan range of 340°, a tilt range of 115°, plus a 25x optical / 300x digital zoom capability. The full 340° pan range can be covered in 2 seconds, and the -90° to +25° tilt range can be covered in 1.5 seconds.

The SNC-RZ30N has a built-in activity detection function that can be set to trigger an alarm or a switch. The SNC-RZ30N can be configured with up to three external sensors for expanded functionality. Any or all of these sensors can be set to trigger an alarm, or to send a signal to a solenoid to perform functions such as locking a door.

### ***Video Recording/Server Solution –***

HP ProLiant Series – DL380 G4 – 3.2 GHz Dual Processor Raid Controller.

Ideal for a multi-server environment that requires the redundancy of RAID for optimal video data retrieval and protection.

- 3U height and rack-mountable
- 4 X 300 GB, U320 Hard Drives
- 2GB Ram
- DVD±RW/CD-RW drive
- Redundant power supply; redundant fans
- Sony Real Shot Manager software installed w/16 client licenses

### ***Video management software –***

Sony's IMZ-RS Series is management software for video monitoring over IP (Internet Protocol). It greatly expands the capabilities of a company's network monitoring system and makes it easier than ever to manage and administer a complete digital video system. With the installation of the IMZ-RS Series software, a PC becomes an advanced yet simple-to-operate "command center" for Sony video network cameras and servers – enabling and facilitating remote control, monitoring and recording of up to 32 video cameras.

Unique for its choice of flexible recording modes, RealShot Manager's Manual, Scheduled, and Alarm/Pre-alarm recording allow video images over a networked video surveillance system to be recorded where it is vital to record accurate and dependable video of what is occurring. Scheduled recording enables the operator to schedule the recording to commence for any selected camera or group of cameras. Recording and playback can be performed simultaneously, so previously recorded images can be viewed while continuing to record.

Sony's Pan/Tilt/Zoom network cameras can be remotely controlled from the IMZ-RS Series via a network. Digital zoom and digital pan/tilt can also be operated for cameras that do not feature built-in pan/tilt capability. You can set up a maximum of 16 camera preset positions and names.



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### ***Sony Monitor –***

The Sony FWD-32LX1 high definition WXGA resolution display featuring a WEGA Engine delivers high-contrast video images and sharp text for maximum communication impact. The WEGA Engine in this 16:9: aspect ratio 32" LCD display delivers outstanding video performance. Sony's advanced LCD panel provides 60,000 hours of life, 16 ms response time, 500cd/m2 high brightness panel, and a 170 degree H/V viewing angle. The FWD-32LX1 can be used with several networking devices:

Internal Network Management Adaptor w/ Ethernet Connection Network streaming device provides status, control and streaming video/audio over IP Content, Status, Control and Storage sent over IP.

### **Airport Solution:**

A total of 5 Sony PTZ cameras with environmental housing domes will be placed at locations on the airport property to provide optimal coverage. At each of the camera locations, a Terabeam wireless radio will also be mounted; a total of 5 Terabeam radios will broadcast video from the cameras to a Terabeam access point located on the tower at the Police Building. A licensed 4.9GHz frequency will be utilized which will enhance security, throughput, and frequency management. This design will allow for remote access to, and full control of each PTZ camera from the Dispatch center.

An additional video recorder server will be installed at the Dispatch center for exclusive monitoring/recording of the airport environment. Video monitoring and software applications will be integrated into the proposed Sony LCD monitor solution, and any RealShot Manager client computers.

### ***Camera (Outdoor/PTZ) –***

The same Sony SNC-RZ30 will be utilized. See description above.

### ***Wireless Access Points/Subscriber Units – Specifications Attached***

TeraMax™ base stations are designed to operate as the centerpiece for large, high-performance broadband wireless networks. Capable of connecting up to 64 remote locations, each base station offers complete bandwidth management on a per remote location basis, full RADIUS support, and TurboCell®, a highly optimized adaptive dynamic polling algorithm that overcomes the problems inherent in outdoor wireless networks. TeraMax™ base stations are available as outdoor mounted units and are housed in a rugged, weatherproof cast aluminum enclosure.

TeraMax™ client devices act as the end points in a wireless point-to-multipoint network. By allowing remote locations to attach to a main network, or individual clients such as in a public safety vehicle or a business or residential customer to obtain network or Internet access, TeraMax™ clients can be used for a wide variety of applications. TeraMax™ clients can be configured locally or remotely using the Configurator Management software bundled with each system. Network administrators will enjoy the ability to provision addressing, control bandwidth, and monitor or test RF performance without having to travel to each remote location.

### ***Video Recording/Server Solution -***



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HP ProLiant Series – DL380 G4 – 3.2 GHz Dual Processor Raid Controller.  
Ideal for a multi-server environment that requires the redundancy of RAID  
for optimal video data retrieval and protection.

- 3U height and rack-mountable
- 4 X 300 GB, U320 Hard Drives
- 2GB Ram
- DVD±RW/CD-RW drive
- Redundant power supply; redundant fans
- Sony Real Shot Manager software installed w/16 client licenses

#### **Art & Event District Solution:**

A total of 10 Sony Outdoor PTZ cameras with housing will be installed at locations which provide the best monitoring. A licensed 4.9GHz frequency will be utilized which will enhance security, throughput, and frequency management. At each of the camera locations, a Terabeam wireless radio will also be mounted; a total of 10 Terabeam radios will broadcast video from the cameras to a Terabeam access points located near the monitoring area. A Sony video recorder server will be utilized exclusively for use with these ten cameras. The solution will allow for remote monitoring and control from the desired location. RealShot manager will be installed in order to give maximum control and options to the administrator – including activity/alarm triggering capabilities.

#### ***Camera (Indoor/PTZ) –***

Sony SNC-P5

- All-in-one JPEG/MPEG-4 network color video camera with integrated Pan-Tilt control capability (Pan: -70 to +70 degrees / Tilt: -70 to 0 degrees and 3x optical zoom)
- Wireless transmission through optional Sony wireless LAN card (SNCA-CFW1)
- High quality image transmission even over limited bandwidth network connection (e.g. only 500 kbps needed for 25 images per second)
- 1/4 type, 330K pixels progressive scan CCD for superb picture detail
- Two-way audio communication enhances appeal for remote monitoring applications
- Smart motion detection permits unattended operation
- External sensor input, alarm output and E-mail alarm notification function

#### ***Video Recording/Server Solution -***

HP ProLiant Series – DL380 G4 – 3.2 GHz Dual Processor Raid Controller.  
Ideal for a multi-server environment that requires the redundancy of RAID  
for optimal video data retrieval and protection.

- 3U height and rack-mountable
- 4 X 300 GB, U320 Hard Drives
- 2GB Ram
- DVD±RW/CD-RW drive
- Redundant power supply; redundant fans
- Sony Real Shot Manager software installed w/16 client licenses



**Fire Station solution:** One Sony SNC-CS3N Fixed camera will be installed at the Fire Station which will be attached to the network and monitored from the Dispatch center in the Police building. There will be no need for any additional hardware/software on site.



## PRICING/FEE STRUCTURE

Description	Qty	Unit	Manufact.	Part #	Price	Est Total
<b>Airport</b>						
Sony RZ30N PTZ camera	5	ea	Sony	SNC-RZ30N	\$1,376.00	\$6,880.00
Sony Vandal Resistant Dome	5	ea	Sony	SNC-RDP7C2	\$467.16	\$2,335.80
Gooseneck Mount	5	ea	Sony	SNC-WM20G	\$76.50	\$382.50
Mounting Poles and Brackets	5	ea	Wagner		\$175.00	\$875.00
Sealed NEMA Boxes/Transformers	5	ea	Wagner		\$200.00	\$1,000.00
Teramax 4.9GHz Base Station	1	ea	Terabeam	609-900092-010	\$2,399.00	\$2,399.00
Outdoor Cable Assembly - CAT5E	1	ea	Terabeam	402-300001-002	\$79.00	\$79.00
Cable Low Loss NMR	1	ea	Terabeam	401-300000-003	\$28.00	\$28.00
Teramax 4.9GHz Sectorized Antenna	1	ea	Terabeam	206-100401	\$899.00	\$899.00
AP/Antenna Mount/Standoff	1	ea	Wagner		\$275.00	\$275.00
Teramax 4.9GHz Client	5	ea	Terabeam	609-900093-020	\$1,129.00	\$5,645.00
Outdoor Cable Assembly - CAT5E	5	ea	Terabeam	402-300001-002	\$79.00	\$395.00
Cable Low Loss NMR	5	ea	Terabeam	401-300000-003	\$28.00	\$140.00
Teramax 4.9GHz Parabolic Antenna	5	ea	Terabeam	206-100120	\$658.00	\$3,290.00
HP DL 380 Dual 3.2GHz Raid 4-300GB HD	1	ea	HP	DL380 G4	\$9,565.00	\$9,565.00
Sony Real Shot Manager - 16 Licenses	1	ea	Sony	IMZ-RS316/C	\$3,250.00	\$3,250.00
Client License	1	ea	Sony	IMZ-RS300C	\$359.00	\$359.00
Install Camera / Client SU	5	ea	Wagner		\$500.00	\$2,500.00
Install Base Station	1	ea	Wagner		\$300.00	\$300.00
Sony LCD	1	ea	Sony	FWD-32LX1/B	\$2,134.40	\$2,134.40
Install NVR and Displays	1	ea	Wagner		\$300.00	\$300.00
Estimated Totals					\$ -	\$43,031.70
<b>Police Building</b>						
Sony Fixed Camera	23	ea	Sony	SNC-CS3N	\$655.00	\$15,065.00
Sony RZ30N PTZ Camera	5	ea	Sony	SNC-RZ30N	\$1,376.00	\$6,880.00
Sony Vandal Resistant Dome	5	ea	Sony	SNC-RDP7C2	\$467.16	\$2,335.80
Gooseneck Mount	5	ea	Sony	SNC-WM20G	\$76.50	\$382.50
HP DL 380 Dual 3.2GHz 2GB Memory Raid 5 4-300GB HD	2	ea	HP	DL380 G4	\$9,565.00	\$19,130.00
Sony Real Shot Manager - 16 Licenses	2	ea	Sony	IMZ-RS316/C	\$3,250.00	\$6,500.00
<b>--CONTINUED--</b>						
Client License	1	ea	Sony	IMZ-RS300C	\$359.00	\$359.00
Install Camera Inside	23	ea	Wagner		\$400.00	\$9,200.00
Install Camera Outside	5	ea	Wagner		\$500.00	\$2,500.00
Sony LCD	3	ea	Sony	FWD-32LX1/B	\$2,134.40	\$6,403.20



Install NVR and Displays	2	ea	Wagner		\$300.00	\$600.00
					\$	
Estimated Totals					-	\$69,355.50

#### Fire Station

Sony Fixed Camera	1	ea	Sony	SNC-CS3N	\$655.00	\$655.00
Install Camera Inside	1	ea	Wagner		\$400.00	\$400.00
					\$	
Estimated Totals					-	\$1,055.00

#### Art and Event District

Sony RZ30N PTZ camera	10	ea	Sony	SNC-RZ30N	\$1,376.00	\$13,760.00
Sony Vandal Resistant Dome	10	ea	Sony	SNC-RDP7C2	\$467.16	\$4,671.60
Gooseneck Mount	10	ea	Sony	SNC-WM20G	\$76.50	\$765.00
Mounting Poles and Brackets	10	ea	Wagner		\$175.00	\$1,750.00
Sealed NEMA Boxes/Transformers	10	ea	Wagner		\$200.00	\$2,000.00
Teramax 4.9GHz Base Station	2	ea	Terabeam	609-900092-010	\$2,399.00	\$4,798.00
Outdoor Cable Assembly - CAT5E	2	ea	Terabeam	402-300001-002	\$79.00	\$158.00
Cable Low Loss NMR	2	ea	Terabeam	401-300000-003	\$28.00	\$56.00
Teramax 4.9GHz Sectorized Antenna	2	ea	Terabeam	206-100401	\$899.00	\$1,798.00
AP/Antenna Mount	2	ea	Wagner		\$150.00	\$300.00
Teramax 4.9GHz Client	10	ea	Terabeam	609-900093-020	\$1,129.00	\$11,290.00
Outdoor Cable Assembly - CAT5E	10	ea	Terabeam	402-300001-002	\$79.00	\$790.00
Cable Low Loss NMR	10	ea	Terabeam	401-300000-003	\$28.00	\$280.00
Teramax 4.9GHz Parabolic Antenna	10	ea	Terabeam	206-100120	\$658.00	\$6,580.00
HP DL 380 Dual 3.2GHz 2GB Memory Raid 5 4-300GB HD	1	ea	HP	DL380 G4	\$9,565.00	\$9,565.00
Sony Real Shot Manager - 16 Licenses	1	ea	Sony	IMZ-RS316/C	\$3,250.00	\$3,250.00
Client License	1	ea	Sony	IMZ-RS300C	\$359.00	\$359.00
Install Camera / Client SU	10	ea	Wagner		\$500.00	\$5,000.00
Install Base Station	2	ea	Wagner		\$300.00	\$600.00
Sony LCD	1	ea	Sony	FWD-32LX1/B	\$2,134.40	\$2,134.40
Install NVR and Displays	1	ea	Wagner		\$300.00	\$300.00
					\$	
Estimated Totals					-	\$70,205.00

--CONTINUED--

#### Software Installation/Training

Install Real Shot Manager And Licensing	4	ea	Wagner		\$150.00	\$600.00
Real Shot Manager Training	1	ea	Wagner		\$2,000.00	\$2,000.00
					\$	
Estimated Totals					-	\$2,600.00
Overall Estimate						<u>\$186,247.20</u>



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## Notes:

-110V Power – Wagner Security understands that the Town Of Addison will arrange for all 110V to be installed in locations as needed for the cameras if power is not already available in these locations.

- Network – Wagner Security understands that the Town Of Addison will arrange for CAT5E or better cabling will be supplied to all camera locations as need if the connections are not already available.

-Configuration and Installation Includes:

Setup Cameras For Network Access

Setup Cameras For Administration

Setup Real Shot Manager Software Camera Layouts

Setup Real Shot Manager Software For Video Capture

Perform Training For Real Shot Manager And Camera Administration



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## SERVICE LEVEL AGREEMENT GENERAL TERMS AND CONDITIONS

THIS AGREEMENT made as of the \_\_\_\_\_ of \_\_\_\_\_, by and between Wagner Security & Electronics, Inc., with its place of business at 5212 El Campo, Fort Worth, Texas 76107, and Town of Addison with its principal place of business at 5350 Belt Line Road, Addison, TX 75254.

### 1. TERM AND TERMINATION

This Agreement shall be in effect beginning on the date of its execution by Wagner Security & Electronics, Inc. (the "Effective Date") and will have a term of five (5) years.

If Town of Addison fails to make payment to Wagner Security & Electronics, Inc. pursuant to this Agreement when such payment is due, and does not fully cure such failure within ten (10) business days after receipt of written notice thereof from Wagner Security & Electronics, Inc., Wagner Security & Electronics, Inc. may, in addition to any other rights it may have under this Agreement, terminate this Agreement.

If either party fails to perform any material obligations hereunder, other than failure to make payments to Wagner Security & Electronics, Inc., and does not fully cure such failure within thirty (30) days after receipt of written notice from the non-defaulting party, the non-defaulting party may, in addition to any other rights it may have under this Agreement, terminate this Agreement.

### 2. SERVICE AGENCY; Wagner Security & Electronics, Inc.

Town of Addison hereby appoints Wagner Security & Electronics, Inc. as a service agency for the performance of services listed in the Statement of Work ("SOW(s)") attached hereto, (collectively and/or individually designated as "Services"). Wagner Security & Electronics, Inc. will provide the Services for Town of Addison. Services shall commence upon the execution of a mutually agreed upon SOW. This Agreement includes the SOW, which is incorporated herein and forms a part hereof by this reference.

Town of Addison and Wagner Security & Electronics, Inc., and their respective agents, shall render all Services as Independent Contractors, not as employees or agents of the other. Neither party nor, any of its agents or employees shall hold themselves out as employees or agents of the other party in connection with the performance of Services or any other matter.

### 3. ORDER OF PRECEDENCE

In case of conflict between the terms and conditions of this Agreement, as it pertains to the delivery of Services, and the terms and conditions of a SOW, the terms and conditions of the SOW shall prevail, provided both parties have executed the SOW.

### 4. INVOICING, PAYMENT, PRICE CHANGES AND TAXES

Payments shall be made in full within 30 days following the invoice date. If Town of Addison is delinquent in the payment obligations under this Agreement, interest at the rate of 18% per year,



or the maximum rate permitted by law, whichever is less, will be assessed. If Town of Addison defaults in the payment of any invoice, in addition to Wagner Security & Electronic, Inc.'s other remedies, Wagner Security & Electronics, Inc. may modify the above payment terms upon notice to Wagner Security & Electronics, Inc.

If Services are provided which are outside the scope of this Agreement, such amounts shall be invoiced on a time and materials basis (two-hour minimum) as such Services are provided. Hourly rates shall be Wagner Security & Electronics, Inc. then-current rates in effect when the Services are performed, and shall be payable as specified in the invoice for such charges.

Town of Addison agrees to pay amounts equal to any applicable taxes, including, but not limited to, sales and use taxes, resulting from any transaction under this Agreement, excluding taxes based on Wagner Security & Electronics, Inc. net income.

#### **5. NON-SOLICITATION OF PERSONNEL**

Town of Addison will not employ for the same or a similar job any current employee of the Wagner Security & Electronics, Inc. or an agent of Wagner Security & Electronics, Inc. to perform duties in support of this Agreement.

#### **6. CONFIDENTIALITY**

The parties agree that all information and data of the other party on which each party has access under this Agreement will be treated as confidential information. For the purpose of this Agreement, "Confidential Information" shall include any information and data of a confidential nature, including but not limited to proprietary, developmental, technical marketing, sales, operating, performance, cost, know-how, business and process information, computer programming techniques, and all record bearing media containing or disclosing such information and techniques which is disclosed pursuant to this Agreement. All Confidential Information shall be held in strict confidence by each party, using the same standard of care used by the receiving party to protect its own Confidential Information, but in no event less than a reasonable standard of care, and shall not be used or disclosed for any purpose except as necessary to implement or perform this Agreement. All Confidential Information exchanges between the parties pursuant to this Agreement shall:

- a. If in written physical form, be marked "Confidential" or similar legend by the disclosing party before being turned over to the receiving party;
- b. If disclosed orally, be reduced to writing and sent to the non-disclosing party within ten (10) working days of the disclosure; and
- c. Not be copied or distributed, disclosed, or disseminated in any way or form by the receiving party to anyone except its own employees, who have responsible need to know the Confidential Information.

Information shall not be considered confidential if (i) the receiving party is already in possession of the information prior to the Effective Date; (ii) the information becomes part of the public domain through no fault of the receiving party; (iii) the receiving party obtains the information from a third party without violating this provision; (iv) the information is released in writing by



the disclosing party so that the receiving party may make public disclosure, or (v) is disclosed pursuant to a government regulation or court order.

Upon the cancellation or termination of this Agreement, the receiving party agrees to return to the disclosing party any Confidential Information in its possession upon the written request of the disclosing party. The parties' obligations regarding Confidential Information shall expire one (1) year following the termination or expiration of this Agreement.

#### **7. DISCLAIMERS AND LIMITATION OF LIABILITY**

WAGNER SECURITY & ELECTRONIC, INC.'S OBLIGATIONS UNDER THIS AGREEMENT ARE IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, WAGNER SECURITY & ELECTRONICS, INC. WILL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS OR INCOME, OR LOSS OF USE OR OTHER BENEFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED UNDER THIS AGREEMENT.

Wagner Security & Electronics, Inc. will accept liability for claims due to personal injury or damage to real property or tangible personal property caused by the negligent acts or omissions of Wagner Security & Electronics, Inc. During the initial twelve (12) months of this Agreement, Wagner Security & Electronic, Inc.'s liability hereunder for all other actual loss or damage, including but not limited to breach of contract claims, is limited to, in the aggregate, the amount paid by the Town of Addison to Wagner Security & Electronics, Inc. during the initial 12-month period, less any claims previously paid. Thereafter Wagner Security & Electronic, Inc.'s liability hereunder for all other actual loss or damage, including, but not limited to, breach of contract claims, is limited to, in the aggregate, the amount paid by Town of Addison to Wagner Security & Electronics, Inc. during the prior 12-month period, less any claims previously paid.

#### **8. Town of Addison RESPONSIBILITIES**

Town of Addison is responsible for ensuring that all of its End-Users' files are adequately duplicated and documented. Wagner Security & Electronics, Inc. is not responsible for Town of Addison's failure to do so, or for the cost of reconstructing data stored on disc files, tapes, memories, etc., lost or damaged during the performance of Services. Town of Addison is responsible for ensuring that (1) all software installed on equipment is properly licensed for use by the equipment user; (2) the equipment and all software thereon is designed to be used during and after the calendar year 2000 A.D. and will operate during each such time period without error relating to date data; (3) its End Users implement and take responsible measures to prevent and detect computer viruses on equipment, and within the environment subject to the Services.

#### **9. COORESPONDENCE AND COMMUNICATION; LEGAL NOTICE**

All routine or operational correspondence or communications between the parties shall be to the following respective address, fax or telephone number:



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If to Town of Addison:

Town of Addison  
5350 Belt Line Road  
Addison, Texas 75254  
Telephone: 972-450-7089  
Fax Number: 972-450-7096

If to Wagner Security & Electronics, Inc.:

Wagner Security & Electronics  
5212 El Campo  
Fort Worth, Texas 76107  
Telephone: 817-966-1511  
Fax Number: 817-738-5762

Any legal notice required or permitted to be given hereunder shall be in writing and may be given by delivering (by hand or nationally recognized overnight delivery service), or mailing it by registered or certified mail, and such notice shall be sufficiently given if addressed to Town of Addison at the address above, or if addressed to Wagner Security & Electronics, Inc, to the address above. Any notice delivered to the addressee shall be deemed received when actually delivered. Any notice sent by registered or certified mail shall be deemed received when signed for by an authorized representative of the addressee.

#### **10. GENERAL**

With the exception of payment of funds, neither party will be responsible or liable in any way for its failure to perform or delay in performance of its obligations under this Agreement during any period in which performance is prevented or hindered by conditions reasonably beyond its control, including but not limited to, acts of God, fire, flood, failure of public utilities, war criminal activity, malicious acts, embargo, strikes, labor disturbances, explosions, riot and laws, rules, regulations and orders of any governmental authority.

Upon written notice, Wagner Security & Electronics, Inc. may assign this Agreement and its rights hereunder to any parent, subsidiary or affiliate. In addition, either party may assign this Agreement upon written consent of the other party, which shall not be unreasonably withheld.

This Agreement represents the entire agreement between the parties concerning the subject matter herein and this Agreement supersedes all prior and contemporaneous negotiations, representations and agreements, oral or written, between the parties.

No provision of this Agreement shall be considered modified or amended by either party unless such modifications is made in writing and signed by an authorized representative of each party.

This Agreement shall be governed by the laws of the State of Texas without regard to its conflict of laws and principles. In all cases, any claim must be brought within twelve (12) months after the occurrence of the alleged act or omission.

If any conflict arises among the documents comprising this Agreement, the following order of precedence shall govern: SOW, General Terms and Conditions, Schedules, Appendices, Addenda, Attachments. The terms and conditions of this Agreement shall have control over and supersede any Town of Addison purchase order or other Town of Addison document.

Town of Addison agrees that Wagner Security & Electronics, Inc. is its service agent and shall offer Wagner Security & Electronics, Inc. a right of first refusal before retaining any other service



entity for Service for which the Wagner Security & Electronics, Inc. is prepared and available to perform. If Wagner Security & Electronics, Inc. shall elect not to perform the requested services, it shall notify Town of Addison of such election within one business day of receipt of the request from Town of Addison.

Wagner Security & Electronics, Inc. may use the name of Town of Addison in sales presentation, marketing vehicles and related activities.

Any provision of this Agreement which is found to be invalid, illegal, or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality, or unenforceability without in any manner affecting the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal, or unenforceable in any other jurisdiction.

Each Party hereto represents that it has the authority to enter into this Agreement.

Upon execution of this Agreement by Wagner Security & Electronics, Inc., the parties shall be legally bound and agree to the terms of this Agreement and all of its Schedules, Addenda and/or Attachments as of the Effective Date.

**Accepted by: Town Of Addison**

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**Accepted by: Wagner Security & Elec., Inc.**

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)



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**Statement of Work  
For**

**Town of Addison**

**Support Service Agreement**

This Statement Of Work is under the terms and conditions of the Master Agreement dated \_\_\_\_\_, between Wagner Security & Electronics, Inc. and Town of Addison.

**General**

Wagner Security & Electronics, Inc. is in the business of selling and providing Wireless Internet Services, Computer Hardware, Network Integration, Networking/Application Support and Service Plans for computers and other related electronic devices.

Town of Addison wants Wagner Security & Electronics, Inc. to deliver the on-site maintenance and repair services as defined in this agreement and in accordance with the following Statement of Work.

**Basic Guidelines**

Wagner Security & Electronics, Inc. normal operating hours are from 8:30 a.m. to 5:00 p.m. Monday through Friday except for company holidays. Wagner Security & Electronics, Inc. is available for after hours support or services with 24 hour prior notice prior to the time the service is required, for weekends notice must be received no later than the Thursday prior to the weekend the support is requested unless the repair is determined to be an emergency.

Wagner Security & Electronics, Inc. will provide a list of contacts that may be used by Town of Addison at their discretion. Wagner Security & Electronics, Inc. will respond to service and support requests from any employee of Town of Addison that has been designated or authorized Town of Addison officials.

In the event of an emergency that requires immediate attention after normal business hours, Wagner Security & Electronics, Inc. will provide Town of Addison with a list of individuals that may be contacted to initiate a response to the emergency.

**Service Definition**

Wagner Security & Electronics, Inc. will provide the following warranty and maintenance for the installed cameras, domes, servers and wireless cards.

The warranty period will be for a period of 5 years covering all failures in equipment related to normal operation. The warranty will not cover damage to equipment related to weather, vandalism, modifications of equipment that are not or equipment misuse.



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Maintenance will include a semi-annual cleaning of all cameras and domes for a period of 5 years including but not limited to re-alignment of cameras as directed by the Town of Addison.

Service will be provided 7 days a week as requested and directed by the Town of Addison.

### **Force Majeure**

Wagner Security & Electronics, Inc. shall not be liable to Town of Addison or any third party for any delay in performance or failure or inability to perform under this agreement caused directly or indirectly by fire, explosion, flood, labor trouble or shortage of suitable material components, parts, equipment, machinery, fuel, power, or transportation, act of God, armed conflicts, civil commotion, data loss or program corruption or any other cause of like character beyond the control of Wagner Security & Electronics, Inc.

### **Response Times To Service Requests**

While all computer and network problems and issues can cause an inconvenience for our valued customers we strongly believe that our response to major issues within our clients infrastructure should take precedence over standard or scheduled maintenance. Thus, Wagner Security & Electronics, Inc. has designed three categories of service based upon the critical or non-critical nature of the tasks or issues that may arise. These categories are Routine Maintenance Or Minor Repair, Major Repair Or Service, and Emergency. The three categories are defined as follows;

**Emergency** – Defined as a failure of a critical device.

1. Wagner Security & Electronics, Inc. will respond to the support request within 1 business hour of the initiation of the request. The initial response will in most cases be via phone call to the originator of the request to further diagnose the issue prior to taking any action. If it is determined that an on-site service call must be made Wagner Security & Electronics, Inc will dispatch a qualified engineer or service technician to Town of Addison within 2 business hours of the initiation of the request for further diagnosis and repair. Repairs will be completed within 4 business hours of the request initiation in most instances with the following exception.
2. If in the event a replacement part is not readily available and must be obtained from the manufacturer of the equipment, Wagner Security & Electronics, Inc. will order the necessary replacement part for the failed part and make arrangements for the installation of the part in an expeditious manner.

**Major Repair Or Service** - Defined as important service and support issues not deemed to be an emergency by causing an inconvenience in departmental workflows.

1. Wagner Security & Electronics, Inc. will respond to the support request within 1 business hour of the initiation of the request. The initial response will in most cases be via phone call to the originator of the request to further diagnose the issue prior to taking any action. If it is determined that an on-site service call must be made Wagner Security & Electronics, Inc will dispatch a qualified engineer or service technician to Town of



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Addison within 4 business hours of the initiation of the request for further diagnosis and repair. Repairs will be completed within 8 business hours of the request initiation in most instances with the following exception.

2. If in the event a replacement part is not readily available and must be obtained from the manufacturer of the equipment, Wagner Security & Electronics, Inc. will order the necessary replacement part for the failed part and make arrangements for the installation of the part in an expeditious manner.

**Routine Maintenance Service/Support** – Defined as non-critical in nature as well as not affecting workflows. The requests will be typically be for cleaning and maintenance of hardware.

1. Wagner Security & Electronics, Inc. will respond to the support request within 1 business hour of the initiation of the request. The initial response will in most cases be via phone call to the originator of the request to further diagnose the issue prior to taking any action. If it is determined that an on-site service call must be made Wagner Security & Electronics, Inc will dispatch a qualified engineer or service technician to Town of Addison within 8 business hours of the initiation of the request for further diagnosis and repair. Repairs will be completed within the next business day of the request initiation in most instances with the following exception.
2. If in the event a replacement part is not readily available and must be obtained from the manufacturer of the equipment, Wagner Security & Electronics, Inc. will order the necessary replacement part for the failed part and make arrangements for the installation of the part in an expeditious manner.

## Security

Wagner Security & Electronics, Inc. is very conscious of the need for the highest level of security to be maintained while performing any type of service for Town of Addison. Wagner Security & Electronics, Inc. will take every precaution to maintain system integrity and only access systems or data that we have been given authorization to access by Town of Addison officials. It is Wagner Security & Electronic, Inc's. understanding that the access is provided only for the purpose of diagnosing problems, performing system repairs or maintenance requests that we have received by Town of Addison.



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**Term**

The term of this Statement of Work is five (5) years.

**Accepted by: Town Of Addison**

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**Accepted by: Wagner Security & Electronics, Inc.**

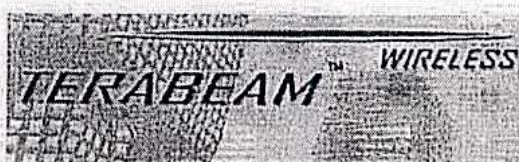
By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)





## Marquee Series

### TECHNICAL SPECIFICATIONS

#### Network Features

Network device type	Ethernet bridge, IP router
Media Access Control	TurboCell Polling Protocol
Engineered for multipoint networks	Yes
Eliminates 802.11 hidden node	Yes
Adaptive Dynamic polling algorithm	Yes
SuperPacket Aggregation	Yes
Optimized for Internet traffic	Yes
RADIUS Authentication	Yes
IP Routing	RIP II
Bridging	Yes, 100% transparent (protocol independent)
Bridge Filters	MAC address, Protocol ID
Spanning Tree	Yes
Automatic channel searching CPEs	Yes
Encryption	DES (56-bit) Blowfish (128 bit) AES (128 Bit) (Upgradable Q4 '04) Note: Encryption option lowers throughput since it is done in software.
Watchdog Reboot Timer	Yes
DHCP Client & Server	Yes
Static and Dynamic IP address	Yes
NAT	Yes
Roaming in the subnet	Yes
Bandwidth Management	Yes
Configurable for each remote location	Yes
Configurable for each interface	Yes
SNMP Management	Yes, GUI Management Utility included
SNMP Support	MIB II and Private MIB
Extensive Online Help	Yes

#### Physical & Environmental Features

Ethernet Interface (w/ PoE injector)	RJ-45, 10/100 Base-T
Ethernet Cable Length	300 ft maximum
RF Interface (external antenna models)	N-Female
Operating Temperature Range	-30°C to 60°C (-22°F to 140°F)
Storage Temperature	-40°C to 75°C (-40°F to 167°F)
Operating Humidity	0% to 100% (non-immersion rain)
Altitude	10,000 ft (3,000 meters)
Power Scheme	Power over Ethernet (POE) Cat 5 DC Injector
Power Supply	110/220 VAC, 50/60 Hz
Power Consumption	16 W Max
Current Draw	0.5 A Max
Input Voltage Required at Radio	+38 to +57 VDC, nominal +48 VDC (supplied via POE)
Dimensions (H x W x D)	FP Enclosure: 15.3 x 15.3 x 1.13 in (389 x 389 x 29 mm) EX Enclosure: 12 x 14 x 3.25 in (305 x 356 x 83 mm)
Weight	FP Enclosure: 2.00 lbs (1.32 Kg) EX Enclosure: 9.65 lbs (4.38 Kg)
Enclosure	Outdoor, all-weather
LED status indicators	Power, Wireless Link, and Ethernet Link
Min - Max Diameter of Mounting Hole	For FP Enclosure: 0.75 - 1.5 For EX Enclosure: 1.0 - 1.75 in or 1.75 - 3.0 in

Specifications subject to change without notice

8000 Lee Highway, Falls Church VA 22042  
Tel: (703) 205-0600 Fax: (703) 205-0610  
Sales: 1-888-297-9090

[www.terabeam.com](http://www.terabeam.com)

990 Almanor Avenue, Sunnyvale, CA 94085  
Tel: (408) 617-8150 Fax: (408) 617-8151  
Sales: 1-800-664-7060



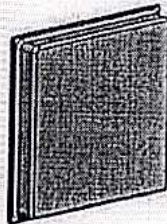
## RF Features

	5.8 GHz Frequency Specs	4.9 GHz Frequency Specs	2.4 GHz Frequency Specs
<b>Operational Frequency</b>	5725 - 5850 MHz	4940 - 4990 MHz	2417 - 2457 MHz
<b>Channels (user selectable)</b>	5 non-overlapping	Single channel: 4965 MHz with a bandwidth of 20 MHz. Dual channel: 4955 MHz and 4975 MHz with a bandwidth of 5 MHz each.	9 overlapping
<b>Over-The-Air Data Rate</b>	36, 24, 18, 12, 9, 6 Mbps	User selectable up to 36 Mbps	36, 24, 18, 12, 11, 9, 6, 5.5, 2.1 Mbps
<b>Throughput<sup>1</sup></b>	18 Mbps	18 Mbps for single channel operation. 4.5 Mbps for dual channel operation.	18 Mbps
<b>Modulation Scheme</b>	OFDM-QPSK	OFDM	OFDM-QPSK, DSSS (at 11, 5.5, 2.1 Mbps)
<b>Radio Operation</b>	Time Division Duplex (TDD)	Time Division Duplex (TDD)	Time Division Duplex (TDD)
<b>FCC Certified</b>	Yes	Yes	Yes
<b>Transmit Output Power<sup>2</sup></b>	+14 dBm for standard version +24 dBm for amplified version	+10.5 dBm for standard version +20 dBm for amplified version	+14 dBm for standard version +20 dBm for amplified version
<b>Receiver Sensitivity<sup>3</sup></b>	-83 dBm @ 6 Mbps -74 dBm @ 24 Mbps	-90 dBm @ 6 Mbps -81 dBm @ 24 Mbps	-94 dBm @ 1 Mbps -85 dBm @ 6 Mbps -82 dBm @ 24 Mbps
<b>Maximum Receive Level</b>	-30 dBm	-20 dBm	-20 dBm

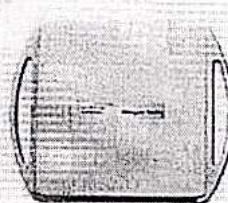
<sup>1</sup> This is a typical figure. Actual throughput varies according to the specifications of the antenna used and the conditions of the terrain.

<sup>2</sup> 2.4 GHz version currently in testing. Information subject to change based on results.

<sup>3</sup> Actual receiver sensitivity for individual products may vary based on manufacturing process and environmental variations.



(FP)  
Flat Panel Enclosure



(EX)  
Ruggedized Enclosure

### Marquee Contains

- Outdoor radio with mounting hardware (two each for a Marquee Bridge P-P)
- Surge protected Cat 5 DC Power Injector (two each for a Marquee Bridge P-P)
- 110/240 VAC to 48 VDC power supply (two each for a Marquee Bridge P-P)
- CD-ROM with Windows-based Configurator software
- User's Manual

*A Terabeam outdoor Ethernet cable must be ordered separately per unit. Available lengths are 50, 100, 200, or 300 feet. Models with external antennas include one 6 ft LNA-600 coax cable per unit.*

*Specifications subject to change without notice*

8000 Lee Highway, Falls Church VA 22042  
Tel: (703) 205-0600 Fax: (703) 205-0610  
Sales: 1-888-297-9090

[www.terabeam.com](http://www.terabeam.com)

990 Almanor Avenue, Sunnyvale, CA 94085  
Tel: (408) 617-8150 Fax: (408) 617-8151  
Sales: 1-800-664-7060

Dec 2004



## FORM-1

## VENDOR QUESTIONNAIRE

1. How many installations, similar to the one asked for in this RFP, have been made or installed by you? 12
2. What part of the work will you sub-contract, if any?
3. Explain your policy on service and repairs and guaranteed response times or how many hours it takes to resolve 95% and 100% of your service/repair requests.

Policy and guaranteed response:

OR

Type of repair or service	95%	100%
Routine and minor	<u>24 hrs</u>	<u>80 hrs</u> Bus hrs
Major	<u>8 hrs</u>	<u>24 hrs</u> Bus hrs
Emergency	<u>12 hrs</u>	<u>24 hrs</u> Daily

4. How long has your company been in business? 16 Yrs.

How long has your company been under current/owner/management?  
16 Yrs.

5. Please list any exceptions to the required features, referring to a particular page, paragraph, etc. Please attach separate sheet (s) of exceptions.




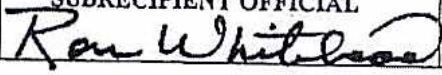
## FORM-2

## CUSTOMER REFERENCES

Please provide names of companies or organizations, phone numbers, and names of contracts of five customers with which you have done business.

1. Texas Christian University 817-257-5305  
Hollis Dyer  
Diane Yanez
2. Gachman Metals 817-334-0211  
Mike Craddock
3. Craddock Moving & Storage 817-332-7661  
Debra Beham
4. Safeguard Data Storage 817-465-0802  
Chuck Miller
5. The Meeley School of Business 817-257-7227



<b>TEXAS ENGINEERING EXTENSION SERVICE</b>  <b>FY 2003 Urban Area Security Initiative II</b>		<b>NOTICE OF SUBRECIPIENT AWARD FOR</b> <b>Town of Addison</b>	
<b>1. RECIPIENT NAME AND ADDRESS</b> Chief Noel Padden 4798 Airport Parkway Addison, TX 75001		<b>4. AWARD NUMBER:</b> 2003 UASI II - 1240	
		<b>5. PROJECT PERIOD:</b> FROM August 1, 2003 – July 31, 2005  <b>BUDGET PERIOD:</b> FROM August 1, 2003 – July 31, 2005	
		<b>6. AWARD DATE</b> June 14, 2004	<b>7. ACTION</b>  Initial Award
<b>1A. GRANTEE IRS/VENDOR NO.</b> 17513335558		<b>8. CFDA NUMBER:</b> 97.008	
<b>3. GRANT TITLE</b> FY 2003 Urban Areas Security Initiative (UASI) Part II <b>3A. Grant award number to TEE:</b> 2003-EU-T3-0043		<b>9. TOTAL SUBRECIPIENT AWARD:</b> \$100,000.00	
<b>9a. Amount of block 9 for Planning:</b> \$0.00	<b>9b. Amount of block 9 for Equipment:</b> \$100,000.00	<b>9c. Amount of block 9 for Exercises:</b> \$0.00	
<b>9d. Amount of block 9 for Training:</b> \$0.00	<b>9e. Amount of block 9 for Admin:</b> \$0.00	<b>9f. Amount of block 9 for Level Orange:</b> \$0.00	
<b>11. SPECIAL CONDITIONS</b> THE ABOVE GRANT IS SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH IN THE <i>NOTICE OF SUBRECIPIENT AWARD</i> AND IN THE <i>TEXAS FY 2003 UASI II GRANT INSTRUCTIONS</i>			
<b>12. STATUTORY AUTHORITY FOR GRANT</b> Public Law 108-11, The Emergency Wartime Supplemental Appropriations Act, 2003.			
<b>13. METHOD OF PAYMENT</b>  REIMBURSEMENT: SEE DETAILS IN <i>TEXAS FY 2003 UASI II GRANT INSTRUCTIONS</i>			
<b>AGENCY APPROVAL</b>		<b>SUBRECIPIENT ACCEPTANCE</b>	
<b>14. SIGNATURE OF APPROVING TEE:</b> OFFICIAL    Arturo Alonzo Deputy Director/CFO Texas Engineering Extension Service		<b>15. TYPED NAME AND TITLE OF AUTHORIZED SUBRECIPIENT OFFICIAL</b>  Ron Whitehead City Manager	
<b>AGENCY USE ONLY</b>		<b>16. SIGNATURE OF AUTHORIZED SUBRECIPIENT OFFICIAL</b> 	<b>16A. DATE</b> 7-16-04



Noel Padden

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From: support@TexasDPA.com  
Sent: Thursday, December 02, 2004 9:33 AM  
To: Noel Padden  
Cc: pmongeau@nctcog.org  
Subject: [Maybe SPAM] Equipment List Status from Texas DPA

The 2003 II UASI equipment list from Town of Addison has been approved by the SAA.

The SAA will release your grant funds to you incrementally. Funds will be released to you by Purchasing Method (Fisher and Local Purchase).

**You are not authorized to begin spending your grant funds until you have been notified through email by the SAA.**

<https://www.texasdpa.com>

12/3/2004

**Noel Padden**

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**From:** support@TexasDPA.com  
**Sent:** Thursday, December 02, 2004 9:40 AM  
**To:** Noel Padden  
**Cc:** Noel Padden; pmongeau@nctcog.org  
**Subject:** Texas DPA grant funds released for local purchase

**JURISDICTION:**

**Your local purchase method is approved. You are authorized to purchase items from this email list ONLY. No substitutions, replacements, or additional items are allowed without prior TEEX approval. Failure to comply could result in delay or non-payment of the order or items.**

**FIPSCode:** 1240  
**Jurisdiction:** Town of Addison  
**COG:** North Central Texas Council of Governments  
**Grant:** 2003 II UASI

For the following list of equipment

	Qty	Unit Cost	Ext Cost
Airport Camera Security System - The Town of Addison	1	\$100,000.00	\$100,000.00

<https://www.texasdpa.com>

12/3/2004





**TEXAS ENGINEERING EXTENSION SERVICE**

*Office of the Director*

John B. Connally Building • 301 Tarrow • College Station, Texas 77840-7896  
Phone (979) 458-6800 • Fax (979) 458-6810 • [www.teex.com](http://www.teex.com)

April 29, 2005

Town of Addison  
Mayor R. Scott Wheeler  
P.O. Box 9010  
Addison, TX 75001-9010

C: Council  
RON  
LEA  
CHIEF PADGEN

Dear Mayor Wheeler,

I am pleased to inform you that the State Homeland Security Office has allocated funding for Town of Addison under the Fiscal Year 2005 Urban Area Security Initiative (UASI) in the amount of \$99,316.00. The Urban Area Security Initiative program along with other Homeland Security Grant Programs provides an integrated mechanism to enhance the coordination of regional efforts to prevent, respond to, and recover from terrorism related chemical, biological, radiological, nuclear, and explosive (CBRNE) incidents, cyber attacks, and natural disasters.

The Texas Engineering Extension Service (TEEX) administers the Homeland Security Grant Program in Texas. The sub-recipient agreement which details the particular rules and requirements of these grants will be sent to your designated point of contact shortly.

If you have questions concerning this award, please contact Charley Todd, Director, State Domestic Preparedness Division, TEEX at (979) 458-6815.

Congratulations, and we look forward to working with you.

Sincerely,

Robert L Smith  
Director, Texas Engineering Extension Service (TEEX)  
State Administrative Agency

## **Council Agenda Item: #R8**

### **SUMMARY:**

This item is to receive authorization for the City Manager to enter into a Contract Agreement with HNTB Corporation, in the amount of \$109,493.00, for the design of the Addison Airport Pavement Improvements Project.

### **FINANCIAL IMPACT:**

Funding Source:        2005 Addison Airport Operating Budget

### **BACKGROUND:**

Airport Management previously determined that the pavement on both the south and north segments of Richard Byrd Drive were severely deteriorated and in need of total pavement reconstruction. Improvements to the southern portion of the roadway were completed in December 2003. The northern portion of Richard Byrd Drive is also deteriorated and has become difficult to maintain and repair. In addition, staff has identified several additional repair and maintenance needs throughout the airport site. The attached proposal for engineering services was negotiated with the firm of HNTB Corporation, in the total amount not to exceed \$109,493.00, for the design of the following improvements:

- Richard Byrd Drive reconstruction
- Taxiway Romeo Patio Hangar overlay
- Omni Flight Access Road concrete
- Omni Flight Romeo concrete
- Taxiway Quebec overlay
- Taxiway Papa overlay
- Grass inland/Romeo concrete
- Taxiway Uniform triangle fill in
- Taxiway Papa T-Hangar overlay

It is anticipated that the construction cost for the Addison Airport Improvements Project will be approximately \$696,000 and will be included in the 2006 Airport fund budget.

A breakdown of the total fee proposal is as follows:

Engineering	\$80,903
Geotechnical	16,640
Surveying	<u>11,950</u>
	\$109,493

The fee for engineering is 11.6% of the total cost of construction and is considered to be in-line with the scope of work for this project. In addition, surveying and geotechnical



fees are 1.7% and 2.4%, respectively, of the total construction cost and are well within typical fee limits for this type of project.

**RECOMMENDATION:**

Staff recommends that the Council authorize the City Manager to enter into an agreement with HNTB Corporation, in the amount not to exceed \$109,493.00, for the design of the Addison Airport Pavement Improvements Project.

## AGREEMENT

THIS AGREEMENT is made by and between HNTB Corporation, hereinafter called "ENGINEER", and the Town of Addison, Texas, hereinafter called "OWNER."

WHEREAS, Owner desires Engineer to perform certain work set forth in Section 2, Scope of Services.

WHEREAS, the Engineer has expressed a willingness to perform said services, hereinafter referred to only as "services", specified in said Scope of Services, and enumerated under Section 2 of this Agreement.

NOW, THEREFORE, all parties agree as follows:

### **SECTION 2. SCOPE OF SERVICES**

The following Basic and Additional Services, when authorized in writing by a notice-to-proceed, shall be performed by the Engineer in accordance with the Owner's requirements for design of the apron north of the existing hangars located on Richard Byrd Drive.

#### **I. Project Definition**

This project consists of the preparation of plans and specifications for bidding and construction of Addison Airport Pavement Improvements (the "Project"). Paving improvements at the following locations:

1. An asphalt apron north of the existing hangars located on Richard Byrd Drive (Westside T-Hangar)
2. Taxiway Romeo Patio Hangar overlay
3. Omni Flight Access Road concrete
4. Omni Flight Romeo concrete
5. Taxiway Quebec overlay
6. Taxiway Papa overlay
7. Grass inland/Romeo concrete
8. Taxiway Uniform triangle fill in
9. Taxiway Papa T-Hangar overlay

Services will generally include topographical survey, geotechnical investigation and pavement design, construction plans for the project areas including grading, construction phasing, striping, specifications, preparation of bid document originals and record drawings, and coordination with the Town of Addison and Addison Airport personnel.

#### **II. Detailed Scope of Basic Services**

A detailed list of the basic scope of services for this project is as follows:



**A. Geotechnical Engineering and Pavement Design**

See Exhibit "A" for a detailed proposal for Geotechnical services.

**B. Surveying**

See Exhibit "B" for a detailed proposal for Surveying services.

**C. Final Design – Paving and Drainage**

1. Prepare final construction drawings. (Scale 1" = 40' Horizontal and 1" = 5' Vertical except as noted.) The following sheets shall be included:
  - a. Cover Sheet
  - b. General Notes
  - c. Quantity Sheets
  - d. Project Layout/Survey Control
  - e. Construction Phasing
  - f. Removal Plan
  - g. Paving Plan
  - h. Joint Layout Sheet for concrete pavement areas
  - i. Paving Details / Striping Plans / Typical Sections
  - j. Grading Plan
  - k. Erosion Control Plan
  - l. Miscellaneous Details
2. Prepare Specifications and Contract Documents
3. Prepare Estimate of Final Construction Cost
4. Produce and Submit four (4) sets of half-size plans for review to the Owner for 65% review and 95% (final).
5. Incorporate Owner's review comments into plans after each submittal.

**D. Bidding and Contract Award**

1. Prepare two (2) Advertisements for Bidders .
2. Provide 15 half-size sets of plans and bid documents for two bid packages.
3. Conduct two (2) pre-bid meetings.
4. Prepare necessary addenda and respond to bidder's questions.

5. Prepare two (2) bid tabulations.
6. Recommend a bidder for the award of the construction contract after performing reference checks for two (2) bid packages.

#### **E. Construction Administration**

1. Provide three (3) half-size sets of plans and specifications for the Owner for each bid package.
2. Provide three (3) half-size sets of plans and specifications for the Contractor for each bid package.
3. Conduct two pre-construction meetings.
4. Respond to Requests for Information.
5. Review submittals, as required by the contract documents.
6. Attend final inspection and prepare punch list.
7. Prepare as-built plans.

### **III. Detailed Scope of Additional Services**

#### **A. None.**

### **SECTION 3. PAYMENT**

Owner shall pay Engineer for services authorized in writing as properly performed by Engineer on the basis herein described, subject to additions or deletions for changes or extras agreed upon in writing.

#### ***Basis of Compensation***

Owner shall make payment monthly to Engineer based upon statements submitted by the Engineer for work performed.

Compensation for performing Basic and Additional Services shall be as shown in Exhibit "C" on a Cost Plus Basis amount of \$109,493. The total compensation, which includes subconsultant costs, if any, will not exceed \$109,493 unless mutually agreed to and authorized in writing by the Town of Addison.

### **SECTION 4. RESPONSIBILITIES**

Engineer shall be responsible for the professional quality, technical accuracy, and the coordination of the design, drawings, plans, specifications, estimates, and other services furnished by Engineer under this Agreement. Engineer shall, without additional



compensation, correct or review any errors or deficiencies that are attributable to the Engineer in such design, drawings, plans, specifications, estimates, and other services.

Neither Owner's review, approval or acceptance of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Engineer shall be and remain liable to Owner in accordance with applicable law for all damages to Owner caused by Engineer's negligent performance of any of the services furnished under this Agreement.

The rights and remedies of Owner and Engineer under this Agreement are as provided by law. Engineer shall not be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project.

#### **SECTION 5. TIME FOR PERFORMANCE**

Engineer shall perform all services as provided for under this Agreement in a proper, efficient and professional manner in accordance with the terms of this Agreement. The services to complete construction documents shall be completed within 3 months of Notice-to-Proceed.

In the event Engineer's performance of this Agreement is delayed or interfered with by acts of the Owner or others, Engineer may request an extension of time for the performance of same as hereinafter provided. If such delay is in excess of 60 days on any one occurrence or a cumulative delay of over 180 days, Engineer shall have the right to renegotiate the remainder of this contract. A delay shall be defined as any event caused by others that substantially inhibits the Engineer from proceeding with its services on the project. This shall include, but is not limited to, Owner reviews, right-of-way negotiations and awaiting critical information to be supplied by Town or franchised utility companies.

No allowance of any extension of time, for any cause whatever, shall be claimed or made by the Engineer, unless Engineer shall have made written request upon Owner for such extension within 14 calendar days after the cause for such extension occurred, and unless Owner and Engineer have agreed in writing upon the allowance of additional time to be made. Provided, however, Engineer shall not be considered in default hereunder in delays are caused by reasons beyond its reasonable control.

#### **SECTION 6. DOCUMENTS**

All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer files, estimates, surveys, other data or work items, etc.) prepared under this Agreement shall be submitted for approval of the Owner. All completed instruments of service shall be professionally sealed as may be required by law or by Owner.

Such instruments of service, together with necessary supporting documents, shall be delivered to Owner, and Owner shall have unlimited rights, for the benefit of Owner, in all instruments of service, including the right to use same on any other work of Owner without additional cost to Owner. If, in the event, Owner uses such instruments of



service on any work of Owner other than that intended in the Scope of Services, defined in Section 2, under those circumstances Owner hereby agrees to protect, defend, indemnify and hold harmless the Engineer, their officers, agents, servants and employees (hereinafter individually and collectively referred to as "Indemnities"), from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any inaccuracy, such use of such instruments of service with respect to such other work except where Engineer is hired to modify such instrument for such other work.

Engineer agrees to and does hereby grant to Owner a royalty-free license to such instruments of service which Engineer may cover by copyright and to designs as to which Engineer may cover by copyright and to designs as to which Engineer may assert any rights or establish any claim under the design patent or copyright laws. Engineer, after completion of the services, agrees to furnish the originals of such instruments of service to the Owner. Engineer may, however, retain copies of any and all documents produced. The license granted herein by Engineer shall survive termination of this Agreement for any reason.

#### **SECTION 7. TERMINATION**

Owner may suspend or terminate this Agreement for cause or without cause at any time by giving five (5) days written notice to the Engineer. In the event termination is for cause however, such shall be in accordance with section 14 hereof. In the event suspension or termination is without cause, payment to Engineer, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by Owner to be satisfactorily performed to date of suspension or termination. Such payment will be due upon delivery of all instruments of service to Owner.

Should the Owner require a material modification of this Agreement, and in the event Owner and Engineer fail to agree upon such modification to this Agreement, Owner shall have the option of terminating this Agreement and the Engineer's services hereunder at no additional cost other than the payment to Engineer, in accordance with the terms of this Agreement, for the services reasonably determined by Owner to be properly performed by the Engineer prior to such termination date.

Engineer may terminate this Agreement upon written notice to Owner in the event of substantial failure by the Owner to perform in accordance with the terms of this Agreement. Owner shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the Engineer. In the event the parties cannot agree upon an acceptable cure within a reasonable period of time from the date of notice, Engineer may terminate this Agreement.

#### **SECTION 8. INSURANCE**

Engineer shall provide and maintain Worker's Compensation and Employer's Liability Insurance for the protection of Engineer's employees, as required by law. Engineer shall also provide and maintain in full force and effect during the term of this Agreement,



insurance (including insurance covering the operation of automobiles, trucks and other vehicles) protecting Engineer and Owner against liability from damages because of injuries, including death, suffered by any person or persons other than employees of Engineer, and liability for damages to property, arising from or growing out of Engineer's operations in connection with the performance of this Agreement.

Such insurance covering personal and bodily injuries or death shall be in the sum of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) for one (1) person, and not less than Three Hundred Thousand Dollars (\$300,000.00) for any one (1) occurrence. Insurance covering damages to property shall be in the sum of not less Three Hundred Thousand Dollars (\$300,000.00) aggregate.

Engineer shall also provide and maintain Professional Liability Insurance coverage to protect Engineer from liability arising out of the performance of professional services under this Agreement. Such coverage shall be in the sum of not less than \$1,000,000.00.

A signed Certificate of Insurance, showing compliance with the requirements of this Section, shall be furnished to Owner before any services are performed under this Agreement. Such Certificate of Insurance shall provide for ten (10) days written notice to Owner prior to the cancellation or modification of any insurance referred to therein. Such Certificates shall terminate after completion of the project.

Owner shall be named as an "additional insured" party on all insurance policies, except for Worker's Compensation and Professional Liability policies.

#### **SECTION 9. INDEMNIFICATION FOR INJURY AND PERFORMANCE**

Engineer further specifically obligates itself to Owner in the following respects, to wit:

The Engineer hereby agrees to protect, indemnify and hold harmless the Owner, their officers, agents, servants and employees (hereinafter individually and collectively referred to as "Indemnities"), from and against losses, liability or damage of any character, including defense costs, expenses and reasonable attorney fees incidental to the defense of such losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including the loss of use resulting therefrom, caused by any negligent act, error, or omission of the Engineer, its officers, employees, or subcontractors, or anyone else for whom Engineer is legally liable which are resulting from or caused by the performance of any services called for by this Agreement. In the event the parties are found to be jointly or derivatively negligent or liable for such damage or injury, the indemnification shall be assessed on a proportionate basis in accordance with the final judgment, after all appeals are exhausted, determining such joint or derivative negligence or liability.

The Engineer is not responsible for the actions of the Owner's contractor or any other party contracting with Owner to perform the construction of the improvements covered under this Agreement.

Acceptance and approval of the final plans by the Owner shall not constitute nor be deemed a release of the responsibility and liability of Engineer, its employees, associates,



agents and subconsultants for the accuracy or competency of their designs, working drawings and specifications, or other documents and services provided by Engineer hereunder; nor shall such approval be deemed to be an assumption of such responsibility by the Owner for any defect in the designs, working drawings and specifications, or other documents and services provided by Engineer hereunder; or other documents prepared by Engineer, its employees, and subconsultants.

#### **SECTION 10. INDEMNIFICATION FOR UNEMPLOYMENT COMPENSATION**

Engineer agrees that it is an independent contractor and not an agent of the Owner, and that Engineer is subject, as an employer, to all applicable Unemployment Compensation Statutes, so as to relieve Owner of any responsibility or liability from treating Engineer's employees as employees of Owner for the purpose of keeping records, making reports or payments of Unemployment Compensation taxes or contributions. Engineer further agrees to indemnify and hold Owner harmless and reimburse it for any expenses or liability incurred under said Statutes in connection with employees of Engineer.

#### **SECTION 11. INDEMNIFICATION FOR NON-PAYMENT**

To the extent Owner has paid Engineer in full hereunder for same, Engineer shall defend and indemnify Owner against and hold Owner and the premises harmless from any and all claims, suits or liens based upon or alleged to be based upon the non-payment of labor, tools, materials, equipment, supplies, transportation and management costs incurred by Engineer in performing this Agreement.

#### **SECTION 12. ASSIGNMENT**

Neither party shall assign or sublet this Agreement or any part thereof, without the prior written consent of the other party.

#### **SECTION 13. APPLICABLE LAWS**

Engineer shall comply with all federal, state, county and municipal laws, ordinances, regulations, safety orders, resolutions and building codes applicable to services to be performed under this Agreement.

#### **SECTION 14. DEFAULT OF ENGINEER**

In the event Engineer fails to comply or is unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within fourteen (14) days after written notice by Owner to Engineer, Owner may, at its sole discretion without prejudice to any other right or remedy:

- Terminate this Agreement and be relieved of the payment of any further consideration to Engineer except for all services determined by Owner to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for percentage of completion by Engineer through such date of termination. In the event of, of such termination, Owner may proceed to complete the services in any manner deemed proper by Owner, either by



the use of its own forces or by resubletting to others. In either event, the Engineer shall be liable for all reasonable, unmitigatable costs in excess of the total contract price under this Agreement incurred to complete the services herein provided for and the costs so incurred may be due or that may thereafter become due to Engineer under and by virtue of this Agreement.

- Owner may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation. The reasonable expense for same may be offset against amounts due the Engineer. In such case, Engineer shall not be liable with respect to indemnity or otherwise for any such services performed, arranged, or furnished by Owner. Engineer shall not be considered in default of this Agreement for delays in performance caused by acts of the Owner or other circumstances beyond the reasonable control of the Engineer.

#### **SECTION 15. ADJUSTMENTS IN SERVICES**

No claims for extra services, additional services or change in the services will be made by Engineer without a written agreement with Owner prior to the performance of such services.

#### **SECTION 16. EXECUTION BECOMES EFFECTIVE**

This Agreement will be effective upon execution by and between Engineer and Owner.

#### **SECTION 17. VENUE LOCATION**

In the event of any dispute or action under this Contract, venue for any and all disputes or actions shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall apply to the interpretation, validity and enforcement of this Contract; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the interpretation, validity and enforcement of this Agreement.

#### **SECTION 18. AGREEMENT AMENDMENTS**

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements, or stipulation bearing upon the meaning or effect of this Agreement, which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the parties except as may be otherwise provided therein.

#### **SECTION 19. WRITTEN NOTICES**

All notices, demands and communications hereunder shall be in writing and may be served or delivered personally upon the party for whom intended, or mailed to the party to whom intended at the address set forth on the signature page of this Agreement. The address of a party may be changed by notice given pursuant to this Section.

#### **SECTION 20. GENDER AND NUMBER**

The use of any gender in this Agreement shall be applicable to all genders, and the use of singular numbers shall include the plural conversely.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

OWNER:  
TOWN OF ADDISON, TEXAS

ENGINEER:  
HNTB CORPORATION

By:

By:

\_\_\_\_\_  
Ron Whitehead, City Manager  
5300 Beltline Road  
P.O. Box 9010  
Addison, Texas 75001-9010

\_\_\_\_\_  
Benjamin J. Biller, P.E.  
Vice President, Central Division  
5910 Plano Parkway, Suite 200  
Plano, Texas 75093

Witness:

Witness:



**Exhibit A**  
**Geotechnical Services**

**Exhibit B**  
**Surveying Services**



**Council Agenda Item: #R9**

**SUMMARY:**

Council approval is requested of an ordinance denying a request from Atmos Energy Corporation (the Company) for an annual gas reliability infrastructure program (GRIP) rate increase for customers on the Company's statewide gas utility system.

**FINANCIAL IMPACT:**

Approval of the ordinance would have no direct financial impact to the Town. Costs associated with the Town participating with the Atmos Cities Steering Committee (ACSC) will be reimbursed by the Company, which will then pass those costs to their gas customers.

**BACKGROUND:**

It has been a long-standing policy of the Town to protect the interests of its residents and businesses in any utility rate case. On or about December 17, 2004, the Company filed with the Town a request pursuant to Texas Utilities Code § 104.301 for a GRIP rate increase for customers on the Company's statewide gas utility system to be effective February 15, 2005. The Town has initial jurisdiction over such matters and timely acted to suspend the effective date of Atmos' proposed rate increase. The Gas Utility Regulatory Act grants local regulatory authorities the right to intervene in rate proceedings filed at the Railroad Commission. In the past, the Town has found it advantageous to combine its resources of other cities in any appeal of utility rate increases before the Texas Public Utilities Commission or the Railroad Commission. For this particular issue, Council approved the Town joining ACSC.

ACSC hired consultants to review the Company's GRIP rate increase. Information provided by the Company indicates that the Company actually decreased per-customer investment in infrastructure during calendar year 2003 and the Company has publicly stated that it will receive substantial profit in 2005 over that approved by the Commission in GUD No. 9400. The Company's GRIP request fails to account for growth in numbers of customers, thereby undercounting the revenues it will receive from its proposed GRIP rate increase. Also, the Company's GRIP request fails to recognize that GUD No. 9400 rates included profit based on TXU Corporation's capital structure rather than Atmos Energy Corp.'s current capital structure, which justifies a lower rate of return.

Counsel for ACSC, upon review of the Company's filing and upon consultation with various consultants, recommends finding that the Company's proposal is unjustified, unreasonable and is not in compliance with the GRIP statute (Texas Utilities Code § 104.301) either in fact or in law. ACSC and the Company did agree that, in consideration of the cities taking action before August 12, 2005, on the currently pending GRIP request, the Company will not to file any additional GRIP requests before September 15, 2005.

It is likely the Company will now appeal the cities' denials to the Railroad Commission. The Town, through its participation with ACSC, will continue to oppose the GRIP request before the Commission.

**RECOMMENDATION:**

It is recommended that Council adopt the attached ordinance, which has been approved by the city attorney.



**TOWN OF ADDISON, TEXAS**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, DENYING THE REQUEST OF ATMOS ENERGY CORP., MID-TEX DIVISION, FOR AN ANNUAL GAS RELIABILITY INFRASTRUCTURE PROGRAM (GRIP) RATE INCREASE IN THE CITY, AS A PART OF THE COMPANY'S STATEWIDE GAS UTILITY DISTRIBUTION SYSTEM; APPROVING COOPERATION WITH OTHER CITIES WITHIN THE ATMOS ENERGY CORP., MID-TEX DIVISION DISTRIBUTION SYSTEM AS PART OF THE ATMOS CITIES STEERING COMMITTEE (ACSC); AUTHORIZING ACSC TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION; AUTHORIZING INTERVENTION AS PART OF ACSC IN ANY APPEAL OF THE CITY'S ACTION TO THE RAILROAD COMMISSION; APPROVING COSTS INCURRED AS REASONABLE AND PROVIDING A REQUIREMENT FOR PROMPT REIMBURSEMENT OF COSTS; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING FOR NOTICE OF THIS ORDINANCE TO ATMOS ENERGY CORP., MID-TEX DIVISION.**

**WHEREAS**, on or about December 17, 2004, Atmos Energy Corp., Mid-Tex Division, (the "Company") filed with the Town of Addison, Texas ("City"), a request pursuant to Texas Utilities Code § 104.301 for an annual gas reliability infrastructure program (GRIP) rate increase for customers on the Company's statewide gas utility system to be effective February 15, 2005, and subsequently extended that effective date until March 4, 2005, for some cities on its system; and

**WHEREAS**, the City has exclusive original jurisdiction to evaluate the Company's request as it pertains to the distribution facilities located within the City, pursuant to Texas Utilities Code §§ 102.001(b) and 103.001; and

**WHEREAS**, the City timely acted to suspend the effective date of Atmos' proposed rate increase; and

**WHEREAS**, it is reasonable for the City to cooperate with other cities in a coalition of cities in opposition to the Company's filing at the Railroad Commission ("Commission"), said coalition being known as Atmos Cities Steering Committee ("ACSC"), in any appeal of the cities' actions to the Commission; and

**WHEREAS**, the Gas Utility Regulatory Act grants local regulatory authorities the right to intervene in rate proceedings filed at the Railroad Commission; and

**WHEREAS**, the Texas Utilities Code § 103.022 provides that costs incurred by the City in ratemaking activities are to be reimbursed by the regulated utility; and



**WHEREAS**, ACSC's rate case expenses incurred in this proceeding are reasonable and should be reimbursed by the Company; and

**WHEREAS**, counsel for ACSC, upon review of the Company's filing and upon consultation with various consultants, recommends finding that the Company's proposal is unjustified, unreasonable and is not in compliance with the GRIP statute (Texas Utilities Code § 104.301) either in fact or in law; and

**WHEREAS**, information provided by the Company in response to ACSC's requests for information indicates that the Company actually decreased per-customer investment in infrastructure during calendar year 2003; and

**WHEREAS**, the Company has publicly stated that it will receive substantial profit in 2005 over that approved by the Commission in GUD No. 9400; and

**WHEREAS**, the Company's GRIP request fails to account for growth in numbers of customers, thereby undercounting the revenues it will receive from its proposed GRIP rate increase; and

**WHEREAS**, the Company's GRIP request fails to recognize that GUD No. 9400 rates included profit based on TXU Corporation's capital structure rather than Atmos Energy Corp.'s current capital structure, which justifies a lower rate of return; and

**WHEREAS**, the information reviewed by the ACSC consultants indicates that implementation of the Company's GRIP request would result in further over-earning by the Company above that approved by the Commission in GUD No. 9400; and

**WHEREAS**, in consideration of the City taking action before August 12, 2005, on the currently pending GRIP request, the Company has agreed not to file any additional GRIP requests before September 15, 2005.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:**

Section 1. Atmos Energy Corp., Mid-Tex Division's GRIP rate increase request is found to be unjustified, unreasonable and in violation of the GRIP statute and is therefore denied in all respects. The defects in the request include, but are not limited to, the following: (a) the Company improperly calculated its 2003 rate base; (b) the Company included in its calculation projects unrelated to system improvement; (c) the Company failed to recognize the increased revenues it is now receiving due to increased rates approved by the Commission in GUD No. 9400 and due to customer growth; (d) information supplied by the Company indicated that the Company actually decreased its per-customer investment in infrastructure in calendar year 2003; (e) approval of the Company's GRIP request would result in over-earning by the Company in the year of implementation; and (f) the Company has failed to demonstrate that it meets the statutory prerequisites to qualify for a GRIP rate increase or that its proposed method of implementation of the GRIP statute constitutes a constitutional application of the statute.

Section 2. The City is authorized to cooperate with other Cities within the Company's Distribution System that have formed the Atmos Cities Steering Committee ("ACSC") to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations to the City regarding reasonable rates and to direct any necessary litigation associated with an appeal of this Ordinance to the Commission.

Section 3. The costs incurred by ACSC in reviewing the Company's GRIP request and representing ACSC in this proceeding are hereby found to be reasonable and, upon submission to the Company, shall be promptly reimbursed by the Company.

Section 4. The City is authorized to intervene in any appeal of the City's action filed at the Commission, and to participate in any such appeal as a member of ACSC.

Section 5. This Ordinance shall become effective immediately from and after its passage, as the law and charter in such cases provide.

Section 6. That it is hereby officially found and determined that the meeting at which this Ordinance is passed is open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required.

Section 7. That a copy of this Ordinance, constituting final action on the Company's request and application, shall be forwarded to the appropriate designated representative of the Company within 10 days as follows: Richard Reis, Manager, Gas Regulation, Atmos Energy Corp., Mid-Tex Division, Lincoln Center II, 18<sup>th</sup> Floor, 5420 LBJ Freeway, Dallas, Texas, 75240.

**PASSED AND APPROVED** by the City Council of the Town of Addison, Texas, on this the 12th day of July, 2005.

\_\_\_\_\_  
Joe Chow, Mayor

ATTEST:

By: \_\_\_\_\_  
Carmen Moran, City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Ken Dippel, City Attorney



**Council Agenda Item: #R10**

**SUMMARY:** Discussion of a proposed development at 4135 Belt Line Road.

**FINANCIAL IMPACT:** Potentially \$1 million dollars.

**BACKGROUND:** On February 7, 2005, staff briefed Council on a potential development located at 4135 Belt Line Road. Since that time, staff has had a number of conversations with Rick Motycka of Beltline Realty Partners regarding the proposed development. Mr. Motycka has presented a preliminary letter to staff outlining a number of issues for discussion. The purpose of this item is to discuss the proposed development in general and specifically the Town's possible contribution of \$1,000,000 to the project for right of way acquisition.

**BELTLINE REALTY PARTNERS, LTD**

POST OFFICE BOX 2492  
MIDLAND, TEXAS 79702

432-683-8484 telephone

432-683-6469 facsimile

June 29, 2005

Mr. Ron Whitehead  
Ms. Lea Dunn  
Ms. Carmen Moran  
Town of Addison  
5300 Beltline Road  
Addison, Texas 75001-9010

Dear Ron, Lea and Carmen;

I am writing this letter to recap our meeting last Thursday and to discuss a couple of issues that we have previously discussed but that were not addressed at that meeting. Based on the details exchanged at the meeting we are diligently working to revamp the site plan with the expectation of a July 7<sup>th</sup> submittal to you for review prior to the July 12<sup>th</sup> council meeting. Kindly review this information and promptly let us know if you have any disagreements with the concept or thought process outlined herein or any other recommendations you have that we should include for this submittal.

Additionally, it might be best if you contact Paris and see if he can pull some façade elevations from their archives so that we can at least give council a better feel for the overall design scheme of both the residential and retail components.

Due to our time constraints we did not have time to address the deceleration lane on Beltline. We feel that the deceleration lane is a very commercial design feature and veers from the neighborhood concept the town is trying to create. We believe that the Arapahoe extension/expansion will rationalize the traffic patterns and divert enough traffic to minimize the need for this added lane.

Also our plan differs from the RTKL plan by maintaining an unbalanced configuration on the site by utilizing the existing curb cuts. Therefore, the main ROW that you would purchase will actually have a slight bend from Beltline to Centurion. We believe that this enhances the residential units since when viewed from Centurion after the trees mature the retail buildings and parking will be significantly screened from view.

Our understanding is that the city council is amenable to reasonable deviations in setbacks, parking and landscape ordinances in order to accomplish the goal of creating these neighborhoods. We would propose that the landscape be reduced to 15% (+-) and



building setbacks be set at 10 feet. Additionally as we discussed, we would request that parallel parking be allowed on the south side of Centurion with the appropriate control islands to serve the row houses only.

Based on these design features our intention is to design the site with something on the order of 30 to 35, 3-story live/work row houses in one and two bedroom configurations. We would likely have four or five floor plans. Our inline retail component will reduce from 52,000 sq. ft. (+-) to 44,000 sq.ft. (+-).

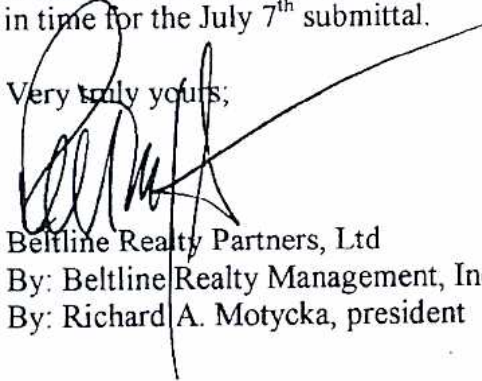
The \$1,000,000 town contribution would purchase the 60 foot wide by 350 foot long ROW connecting Beltline to Centurion as shown the plan and provide that this ROW be constructed to your "r street specification". We would propose that Raymond Construction handle the bid process, schedule and construction of this work to coincide with the renovation of the overall project. If there are funds left over after the ROW purchase and street construction we would use these funds for either the deceleration lane (if needed) or landscape and lighting on the Beltline or Centurion frontages.

We would expect to work – within our budget - with Paris Rutherford to collaborate on the façades of the retail buildings and residential units on the site to help achieve your long-term goal for the redevelopment of Beltline.

We are hopeful that you agree with us that this is a project that fulfills many of the goals we have collectively been trying to accomplish in helping to serve as a catalyst for the redevelopment of Beltline.

Please convey any new thoughts that you have to either me at the office 432-683-8484 or on my cellular phone at 432-553-5150. Charles Raymond can be reached at his office 972-980-4404 or cellular phone at 214-356-1553 so that we can adjust the site plan in time for the July 7<sup>th</sup> submittal.

Very truly yours;



Beltline Realty Partners, Ltd

By: Beltline Realty Management, Inc., general partner

By: Richard A. Motycka, president